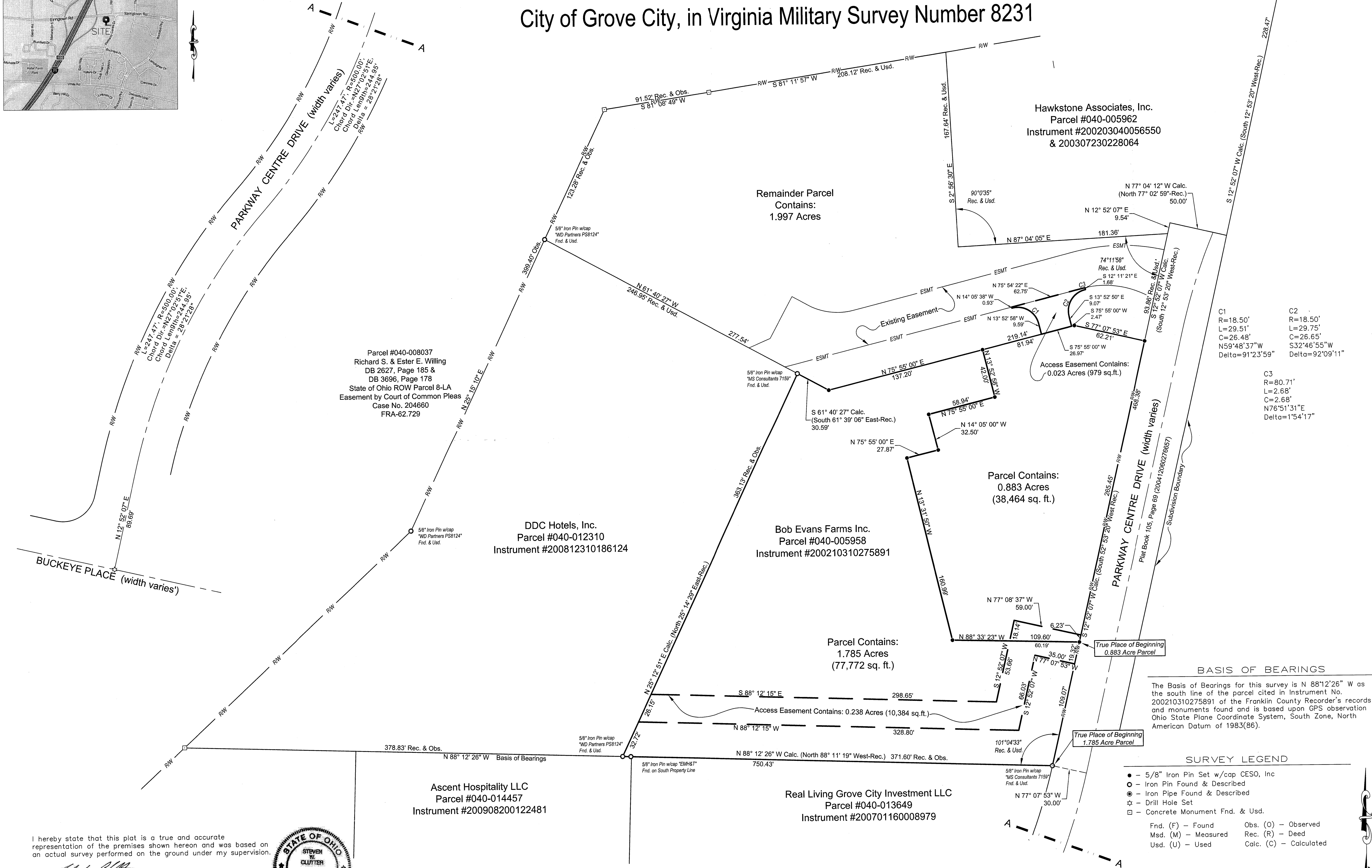
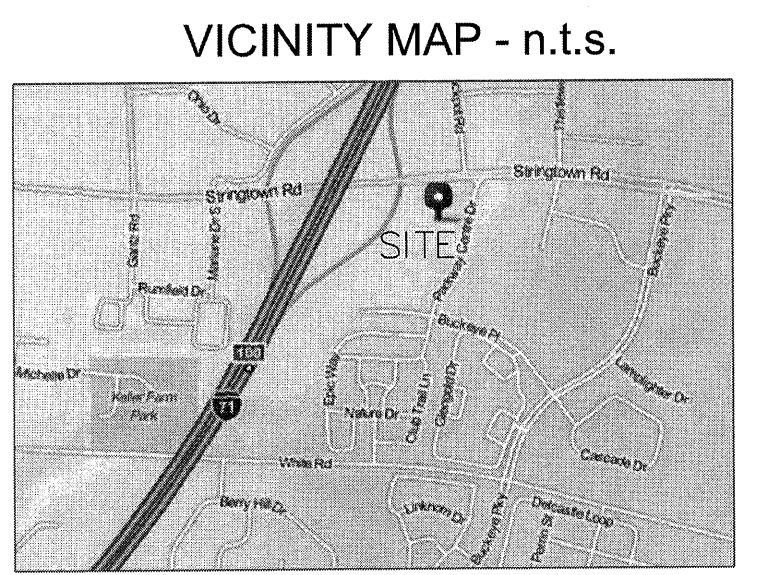


Situated in the State of Ohio, County of Franklin,
City of Grove City, in Virginia Military Survey Number 8231



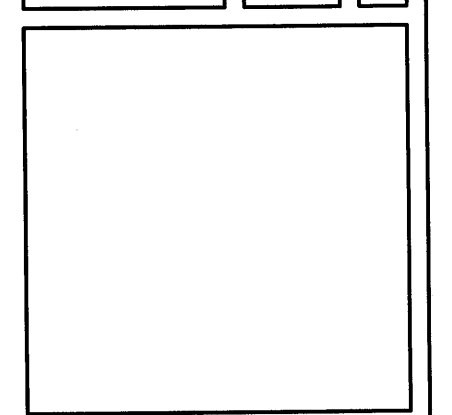
REVISIONS	NO.	DATE	DESCRIPTION

BOB EVANS FARMS, INC.

BOUNDARY SPLIT PLAT

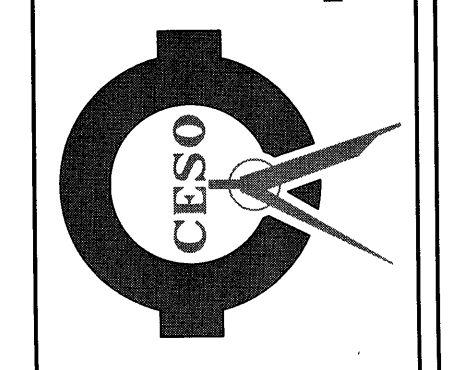
OHIO

GROVE CITY



ENGINEERS • ARCHITECTS
SURVEYORS

402 2nd Street SE CANTON, OHIO 44702
PH (330) 451-0975 FAX (330) 451-4983
www.cesoinc.com

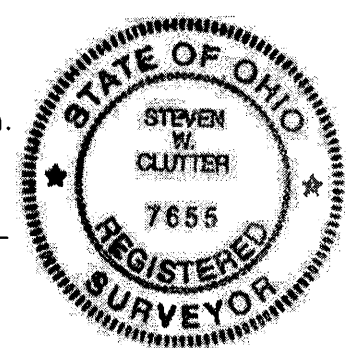


ISSUE: _____	
DATE: 08/21/12	JOB NO.: 4770
DESIGN: _____	DRAWN: _____
CHECKED: _____	SHEET NO. 1 of 1

I hereby state that this plot is a true and accurate representation of the premises shown hereon and was based on an actual survey performed on the ground under my supervision.

Steven W. Clutter, P.S. 7655

Date: 09/17/12



BASIS OF BEARINGS

The Basis of Bearings for this survey is N 88°12'26" W as the south line of the parcel cited in Instrument No. 200210310275891 of the Franklin County Recorder's records and monuments found and is based upon GPS observation Ohio State Plane Coordinate System, South Zone, North American Datum of 1983(86).

SURVEY LEGEND

- 5/8" Iron Pin Set w/cap CESO, Inc.
- Iron Pin Found & Described
- ⊙ Iron Pipe Found & Described
- ☆ Drill Hole Set
- Concrete Monument Fnd. & Used.

Fnd. (F) - Found Obs. (O) - Observed
Msd. (M) - Measured Rec. (R) - Deed
Ud. (U) - Used Calc. (C) - Calculated

SCALE: 1" = 40'



Civil Engineers & Surveyors

September 6, 2012

**Legal Description for 1.785 Acre Parcel
Project No. 4770**

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey Number 8231, being a 1.785 acre parcel of land out of that original 7.602 acre parcel conveyed to Bob Evans Farms, Inc. by deed recorded as Instrument Number 200210310275891 of the Franklin County Recorder's records and further bounded and described as follows:

Commencing a drill hole set at the intersection of Buckeye Place (width varies) and Parkway Centre Drive (width varies), as dedicated in Plat Book 105, Page 69 of the Franklin County Recorder's records;

Thence, **North 12°52'07" East**, along the centerline of Parkway Centre Drive, **89.69'** to a point of curvature;

Thence, continuing along the centerline of Parkway Centre Drive and a curve deflecting to the right with a **Chord Bearing North 27°02'51" East, 244.95'**, a **Radius of 500.00'**, a **Delta of 28°21'28"** and an **Arc Length of 247.47'** to a point of reverse curvature;

Thence, continuing along the centerline of Parkway Centre Drive and a curve deflecting to the left with a **Chord Bearing North 27°02'51" East, 244.95'**, a **Radius of 500.00'**, a **Delta of 28°21'28"** and an **Arc Length of 247.47'** to a point;

Thence, **North 77°07'53" West, 30.00'** to a 5/8" iron pin found with cap marked "MS Consultants 7159" on the west right-of-way line of Parkway Centre Drive and the northeast corner of a record 1.720 acre parcel conveyed to Real Living Grove City Investment LLC by deed recorded as Instrument Number 200101160008979 of the Franklin County Recorder's records, said corner also being the **"TRUE PLACE OF BEGINNING"** of the parcel herein described;

Thence, **North 88°12'26" West**, along the north line of said to Real Living Grove City Investment LLC parcel and the north line of a record 4.3970 acre parcel conveyed to Ascent Hospitality by deed recorded as Instrument Number 200908200122481, **371.60'** to a 5/8" iron pin found with cap marked "WD Partners PS8124" at the southeast corner of a record 2.6360 acre parcel conveyed to DDC Hotels by deed recorded as Instrument Number 200812310186124 of the Franklin County Recorder's records;

Thence, **North 25°12'51" East**, along the east line of said DDC Hotels parcel, **363.13'** to a 5/8" iron pin found with cap marked "MS Consultants 7159" at the northeast corner thereof;

Thence crossing the said original 7.602 acre tract the following eight calls:

South 61°40'27" East, 30.59' to a 5/8" iron pin set with cap marked "CESO INC";

North 75°55'00" East, 137.20' to a 5/8" iron pin set with cap marked "CESO INC";

South 13°52'58" East, 42.00' to a 5/8" iron pin set with cap marked "CESO INC";

South 75°55'00" West, 58.94' to a 5/8" iron pin set with cap marked "CESO INC";

South 14°05'00" East, 32.50' to a 5/8" iron pin set with cap marked "CESO INC";

South 75°55'00" West, 27.87' to a 5/8" iron pin set with cap marked "CESO INC";

South 13°31'50" East, 160.99' to a 5/8" iron pin set with cap marked "CESO INC";

Thence, **South 88°33'23" East, 109.60'** to a 5/8" iron pin set with cap marked "CESO INC" on the west right-of-way line of Parkway Centre Drive;

Thence, **South 12°52'07" West**, along the west right-of-way line of Parkway Centre Drive, **109.07'** to the "TRUE PLACE OF BEGINNING" and containing **1.785 acres** as surveyed by Steven W. Clutter, PS-7655, for and on behalf of CESO, Inc. by field observations in August 2012.

Basis of Bearings for this survey is North 88°12'12" West as the south line of the parcel cited in Instrument No. 200210310275891 of the Franklin County Recorder's records and monuments found and is based on GPS observation, Ohio State Plane Coordinate System, South Zone, North American Datum of 1983(86).



Civil Engineers & Surveyors

September 6, 2012

**Legal Description for 0.883 Acre Parcel
Project No. 4770**

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey Number 8231, being a 0.883 acre parcel of land out of that original 7.602 acre parcel conveyed to Bob Evans Farms, Inc. by deed recorded as Instrument Number 200210310275891 of the Franklin County Recorder's records and further bounded and described as follows:

Commencing a drill hole set at the intersection of Buckeye Place (width varies) and Parkway Centre Drive (width varies), as dedicated in Plat Book 105, Page 69 of the Franklin County Recorder's records;

Thence, **North 12°52'07" East**, along the centerline of Parkway Centre Drive, **89.69'** to a point of curvature;

Thence, continuing along the centerline of Parkway Centre Drive and a curve deflecting to the right with a **Chord Bearing North 27°02'51" East, 244.95'**, a **Radius of 500.00'**, a **Delta of 28°21'28"** and an **Arc Length of 247.47'** to a point of reverse curvature;

Thence, continuing along the centerline of Parkway Centre Drive and a curve deflecting to the left with a **Chord Bearing North 27°02'51" East, 244.95'**, a **Radius of 500.00'**, a **Delta of 28°21'28"** and an **Arc Length of 247.47'** to a point;

Thence, **North 77°07'53" West, 30.00'** to a 5/8" iron pin found with cap marked "MS Consultants 7159" on the west right-of-way line of Parkway Centre Drive and the northeast corner of a record 1.720 acre parcel conveyed to Real Living Grove City Investment LLC by deed recorded as Instrument Number 200101160008979 of the Franklin County Recorder's records;

Thence, **North 12°52'07" East**, along the west right-of-way line of Parkway Centre Drive, **109.07'** to a 5/8" iron pin set with cap marked "CESO INC" and the "**TRUE PLACE OF BEGINNING**" of the parcel herein described;

Thence crossing the said original 7.602 acre tract the following eight calls:

North 88°33'23" West, 109.60' to a 5/8" iron pin set with cap marked "CESO INC";

North 13°31'50" West, 160.99' to a 5/8" iron pin set with cap marked "CESO INC";

North 75°55'00" East, 27.87' to a 5/8" iron pin set with cap marked "CESO INC";

North 14°05'00" West, 32.50' to a 5/8" iron pin set with cap marked "CESO INC";

North 75°55'00" East, 58.94' to a 5/8" iron pin set with cap marked "CESO INC";

North 13°52'58" West, 42.00' to a 5/8" iron pin set with cap marked "CESO INC";

North 75°55'00" East, 81.94' to a 5/8" iron pin set with cap marked "CESO INC";

South 77°07'53" East, 62.21' to a 5/8" iron pin set with cap marked "CESO INC" on the west right-of-way line of Parkway Centre Drive;

Thence, **South 12°52'07" West**, along the west right-of-way line of Parkway Centre Drive, **265.45'** to the "**TRUE PLACE OF BEGINNING**" and containing **0.883 acres** as surveyed by Steven W. Clutter, PS-7655, for and on behalf of CESO, Inc. by field observations in August 2012.

Basis of Bearings for this survey is North 88°12'12" West as the south line of the parcel cited in Instrument No. 200210310275891 of the Franklin County Recorder's records and monuments found and is based on GPS observation, Ohio State Plane Coordinate System, South Zone, North American Datum of 1983(86).

September 17, 2012

**Legal Description for 0.238 Acre Access Easement
Project No. 4770**

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey Number 8231, being part of that original 7.602 acre parcel (Parcel #040-005958) conveyed to Bob Evans Farms, Inc. by deed recorded as Instrument Number 200210310275891 of the Franklin County Recorder's records and further bounded and described as follows:

Commencing the southeast corner of the Grantor, said corner also being on the west right-of-way line of Parkway Centre Drive (width varies);

Thence, **North 12°52'07" East**, along the west right-of-way line of Parkway Centre Drive, **89.75'** to the **"TRUE PLACE OF BEGINNING"** of the parcel herein described;

Thence, **North 77°07'53" West**, **35.00'**;

Thence, **South 12°52'07" West**, **66.03'**;

Thence, **North 88°12'15" West**, **328.80'** to the east line of a record 2.6360 acre parcel (Parcel #040-012310) conveyed to DDC Hotels, Inc. by deed recorded as Instrument Number 200812310186124 of the Franklin County Recorder's records;

Thence, **North 25°12'51" East**, along the east line of said DDC Hotels, Inc. parcel, **26.15'**;

Thence, **South 88°12'15" East**, **298.65'**;

Thence, **North 12°52'07" East**, **71.81'**;

Thence, **South 77°08'37" East**, **59.00'** to the west right-of-way line of Parkway Centre Drive;

Thence, **South 12°52'07" West**, along the west right-of-way line of Parkway Centre Drive, **25.55'** to the **"TRUE PLACE OF BEGINNING"** and containing **0.238 acres** as surveyed by Steven W. Clutter, PS-7655, for and on behalf of CESO, Inc. in August 2012.

Basis of Bearings for this survey is North 88°12'12" West as the south line of the parcel cited in Instrument No. 200210310275891 of the Franklin County Recorder's records and monuments found and is based on GPS observation, Ohio State Plane Coordinate System, South Zone, North American Datum of 1983(86).



September 17, 2012

**Legal Description for 0.023 Acre Access Easement
Project No. 4770**

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey Number 8231, being part of that original 7.602 acre parcel (Parcel #040-005958) conveyed to Bob Evans Farms, Inc. by deed recorded as Instrument Number 200210310275891 of the Franklin County Recorder's records and further bounded and described as follows:

Commencing the southeast corner of the Grantor, said corner also being on the west right-of-way line of Parkway Centre Drive (width varies);

Thence, **North 12°52'07" East**, along the west right-of-way line of Parkway Centre Drive, **374.52'**;

Thence, **North 77°07'53" West**, **62.21'**

Thence, **South 75°55'00" West**, **2.47'** to the **"TRUE PLACE OF BEGINNING"** of the parcel herein described;

Thence, **South 75°55'00" West**, **26.97'**;

Thence, **North 13°52'58" West**, **9.59'** to a point of curvature;

Thence northwesterly along a curve deflecting to the left with a **Chord Bearing North 59°48'37" West**, **26.48'**, a **Radius of 18.50'**, a **Delta of 91°23'59"** and an **Arc Length of 29.51'**;

Thence, **North 14°05'38" West**, **0.93'**;

Thence, **North 75°54'22" East**, **62.75'** to a point of curvature;

Thence northeasterly along a curve deflecting to the right with a **Chord Bearing North 76°51'31" East**, **2.68'**, a **Radius of 80.71'**, a **Delta of 1°54'17"** and an **Arc Length of 2.68'**;

Thence, **South 12°11'21" East**, **1.68'** to a point of non-tangent curvature;

Thence southwesterly along a curve deflecting to the left with a **Chord Bearing South 32°46'55" West**, **26.65'**, a **Radius of 18.50'**, a **Delta of 92°09'11"** and an **Arc Length of 29.75'** to a point of tangency;

Thence, **South 13°52'50" East, 9.07'** to the **"TRUE PLACE OF BEGINNING"** and containing **0.023 acres** as surveyed by Steven W. Clutter, PS-7655, for and on behalf of CESO, Inc. in August 2012.

Basis of Bearings for this survey is North 88°12'12" West as the south line of the parcel cited in Instrument No. 200210310275891 of the Franklin County Recorder's records and monuments found and is based on GPS observation, Ohio State Plane Coordinate System, South Zone, North American Datum of 1983(86).

Project Narrative – Texas Roadhouse – Stringtown Rd.

The project consists of developing a proposed 2.67 acre parcel, of which is a part of a larger 4.7 acre property, located south of the BP Gas Station at the intersection of Stringtown Road and Parkway Center Drive within Grove City, Ohio. The site is currently zoned C-2 Retail Commercial. The project site will be developed for retail and will include a 7,182 SF Texas Roadhouse Restaurant with provisions for a future commercial retail space. Improvements to the property will include parking, utilities, and stormwater management.

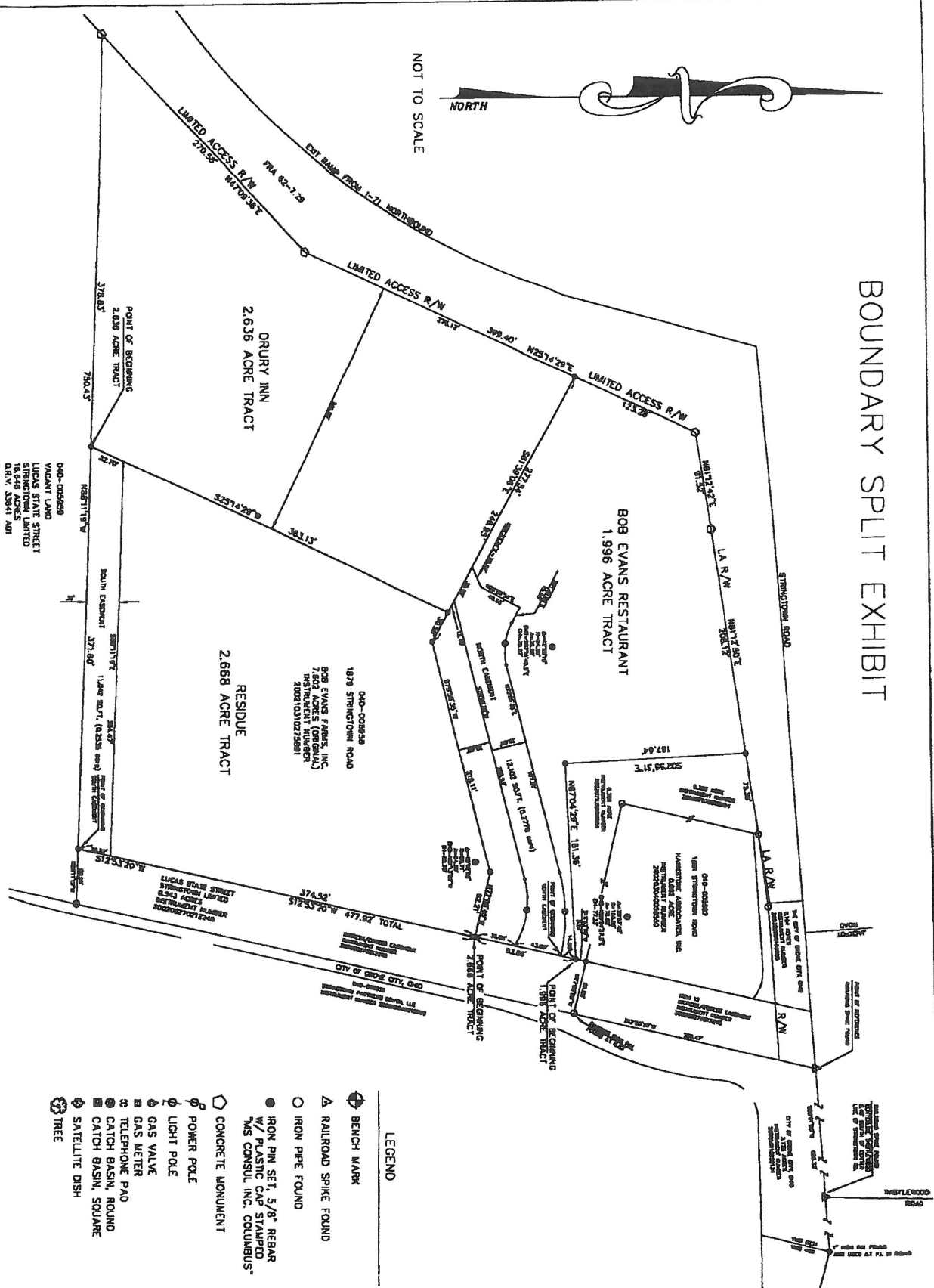
A new driveway access is proposed off of Parkway Center Drive. Additional access to the site will be through an access easement at the southwest corner of the property to the Drury Inn Hotel property and at the northeast corner of the property to the existing driveway easement between Bob Evans and the Drury Inn Hotel. Total parking provided for Texas Roadhouse Restaurant (150), exceeds the City Code 1135.12-II, District C-2, Category II requirement of one parking space per 50 SF of seating area (94), and meets the parking space requirements established by ADAAG. Total parking provided for the future commercial retail building (39), does not meet the City Code 1135.12-II, District C-2, Category II requirement of one parking space per 50 SF of building area (130), and thus will be require a variance.

Utilities have been designed to meet the requirements of the City of Grove City Code. A 6" sanitary sewer, 6" Fire Protection, 2" Domestic Water, natural gas, electric, and telecommunication services to the proposed retail space will connect to their respective utility mains within Parkway Center Drive. Provisions have been included for connection of the above mentioned services to the future retail space.

Stormwater Management for the project has been designed to meet the minimum land development requirements established in Grove City Code Section 1101.05. The storm drainage system for the property has been designed so that the peak rate of stormwater runoff after development does not exceed the peak rate of runoff before development for all storms, from the critical storm up to the 100-year frequency 24-hr storm event, and does not exceed the peak rate of runoff for a one (1) year frequency storm before development for all storm, from a one (1) year frequency 24-hr storm event through the critical storm. A water quality unit has been designed to meet the Ohio EPA Construction General Permit #OHC000003 Part III.G.2.

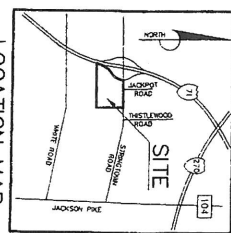
BOUNDARY SPLIT EXHIBIT

NOT TO SCALE

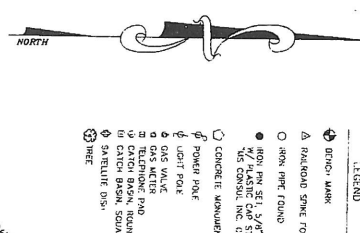


LEGEND

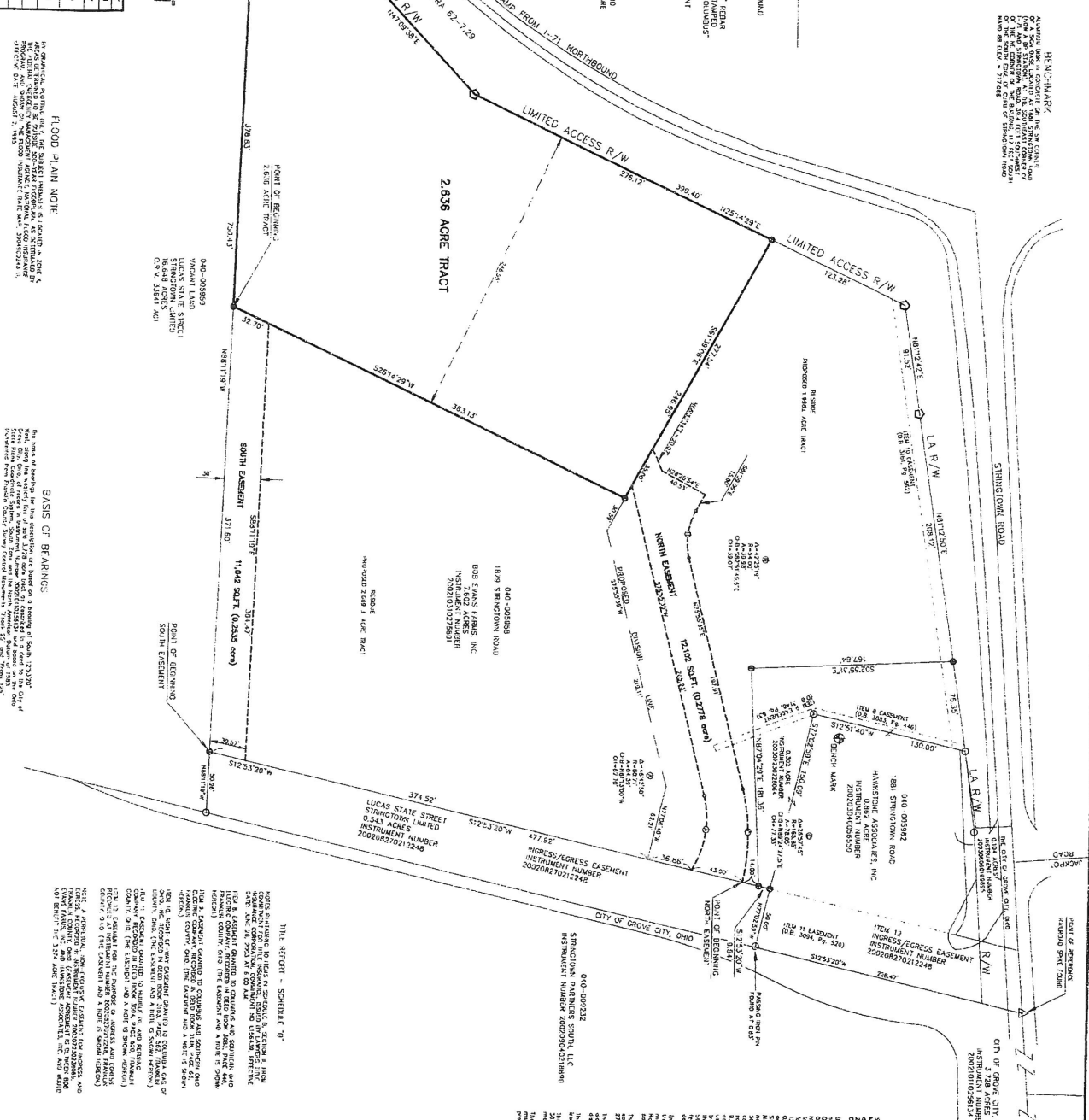
- ◻ BENCH MARK
- △ RAILROAD SPIKE FOUND
- IRON PIPE FOUND
- IRON PIN SET, 5/8" REBAR
W/ PLASTIC CAP STAMPED
"MS CONSULT INC. COLUMBUS"
- ◻ CONCRETE MONUMENT
- ⦿ POWER POLE
- ⦿ LIGHT POLE
- ⦿ GAS VALVE
- ⦿ GAS METER
- ⦿ TELEPHONE PAD
- ⦿ CATCH BASIN, ROUND
- ⦿ CATCH BASIN, SQUARE
- ⦿ SATELLITE DISH
- ⦿ TREE



BENGLIMARK
A QUARRIES WORK IN CONCRETE ON THE SW CORNER
OF A ROAD BRIDGE LOCATED AT 1681 STRIMINGTON ROAD
1/21 AND SPANCAH, AT THE 2600 FEET CONCRETE
OF THE MC CONNER OF THE ROAD AT 1681 STRIMARK
OF THE SOUTH END OF CLARK OF STRIMARK ROAD
MADE ON ELEV. = 717 GMS



NO.	DATE	DESCRIPTION	BY
1	06/01/03	FINAL BOUNDARY SURVEY PLAT WITH TITLE REPORT	U.S.
2	29/07/03	ADDED NORTH AND SOUTH EASEMENTS ACROSS	J.S.
3	11/09/03	RECEIVED BOUNDARY SURVEY FROM BUREAU AND TRACT (7.241 AC.) & NORTH AND SOUTH EASEMENTS AGAIN	J.S.
4	01/01/04	REVISED BOUNDARY SURVEY FOR BUREAU AND TRACT (12.538 AC.) AND NORTH EASEMENT SEE A.	J.S.



FLOODPLAIN NOTE

THE SUBJECT PROPERTY IS LOCATED IN ZONE AREAS OF FLOODING IN THE FUTURE. THE FUTURE EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM AND SHOWN ON THE FLOOD INSURANCE RATE MAP. 390450243
EFFECTIVE DATE AUGUST 2, 1993

BASIS OF BEARINGS

the notes of *leptodermis* for this description are based on a breeding of South 123370 male, along the western edge of and 1/280 west of 131131 reared in a cage in the State City, Cal., of record in treatment 1906, 200210125451 and based on the State Pile, Cedarville, Spelman, South Zone and the North American of 1933. Transferred from Florida County Natural Movement, 1906 200210125451 and Florida

TITLE REPORT - SCHEDULE "0"

[illegible]

INSTRUMENT NUMBER 200209040218890

DESCRIPTION OF A PROPOSED 2.616 ACRES OF LAND

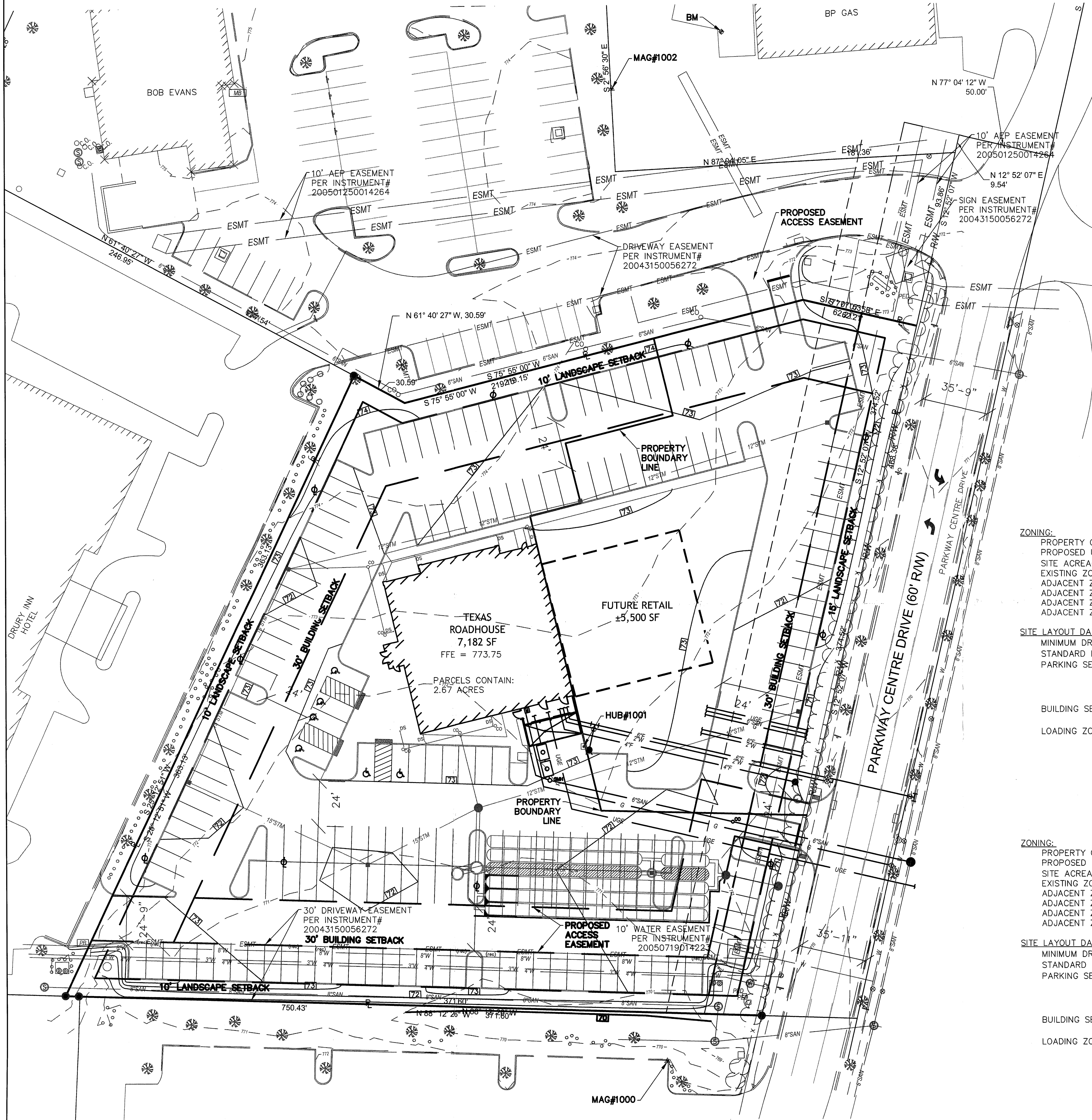
[illegible]

US CONSTITUTION, Art. II,



ms consultants, inc.
 CONSULTING SPECIALISTS IN PLUMBING
 AND MECHANICAL SYSTEMS
 10000 PINE GROVE DRIVE NEW YORK, NY 10034
 (212) 693-4000 FAX (212) 693-4001

[illegible]



DEVELOPMENT DATA (TEXAS ROADHOUSE)

ZONING:
PROPERTY OWNER: BOB EVANS FARMS, INC.
PROPOSED USE: RESTAURANT
SITE ACREAGE: 77,275 SQUARE FEET (1.774 ACRES)
EXISTING ZONING: C-2 RETAIL COMMERCIAL
ADJACENT ZONING EAST: C-2 RETAIL COMMERCIAL
ADJACENT ZONING WEST: PUD-C PLANNED UNIT DEVELOPMENT-COMMERCIAL
ADJACENT ZONING NORTH: C-2 RETAIL COMMERCIAL
ADJACENT ZONING SOUTH: PUD-C PLANNED UNIT DEVELOPMENT-COMMERCIAL

SITE LAYOUT DATA:
MINIMUM DRIVE ISLE WIDTH: 24'
STANDARD PARKING STALL: 9'x20'
PARKING SETBACK/BUFFER: 10' FRONT
10' SIDE
15' SIDE (FROM R/W)
10' REAR
30' SIDE (FROM R/W)
30' REAR
LOADING ZONE REQUIRED: 10'x25' FOR EVERY 20,000 SF OF BUILDING

PARKING DATA:
REQUIRED: PER CITY CODE 1135.12-II, DISTRICT C-2, CATEGORY II: (ONE PARKING SPACE PER 50 SF SEATING AREA) 4,653 SF / 50 SF = 93.06 (94) PARKING
PROVIDED: 144 PARKING SPACES + 6 ACCESSIBLE PARKING SPACES PER ADAAG = 150 PARKING

LANDSCAPE DATA:
GREEN AREA
EXISTING: 57,245 SQUARE FEET (1.31 ACRES)
REQUIRED: NONE PER CITY CODE #1136
PROPOSED: 14,687 SQUARE FEET (0.34 ACRES)
IMPERVIOUS AREA
EXISTING: 20,030 SQUARE FEET (0.46 ACRES) - GRAVEL
PROPOSED: 62,588 SQUARE FEET (1.44 ACRES)
LANDSCAPE REQUIREMENTS: SEE SHEET C-7.0

BUILDING DATA:
GROSS AREA: 7,182 SQUARE FEET
BUILDING HEIGHT: 27'-6"
NUMBER OF STORIES: ONE

DEVELOPMENT DATA (FUTURE RETAIL)

ZONING:
PROPERTY OWNER: BOB EVANS FARMS, INC.
PROPOSED USE: FUTURE RETAIL
SITE ACREAGE: 38,964 SQUARE FEET (0.894 ACRES)
EXISTING ZONING: C-2 RETAIL COMMERCIAL
ADJACENT ZONING EAST: PUD-C PLANNED UNIT DEVELOPMENT-COMMERCIAL
ADJACENT ZONING WEST: C-2 RETAIL COMMERCIAL
ADJACENT ZONING NORTH: C-2 RETAIL COMMERCIAL
ADJACENT ZONING SOUTH: C-2 RETAIL COMMERCIAL

SITE LAYOUT DATA:
MINIMUM DRIVE ISLE WIDTH: 24'
STANDARD PARKING STALL: 9'x20'
PARKING SETBACK/BUFFER: 10' FRONT
10' SIDE
15' SIDE (FROM R/W)
10' REAR
30' SIDE (FROM R/W)
30' REAR
LOADING ZONE REQUIRED: 10'x25' FOR EVERY 20,000 SF OF BUILDING

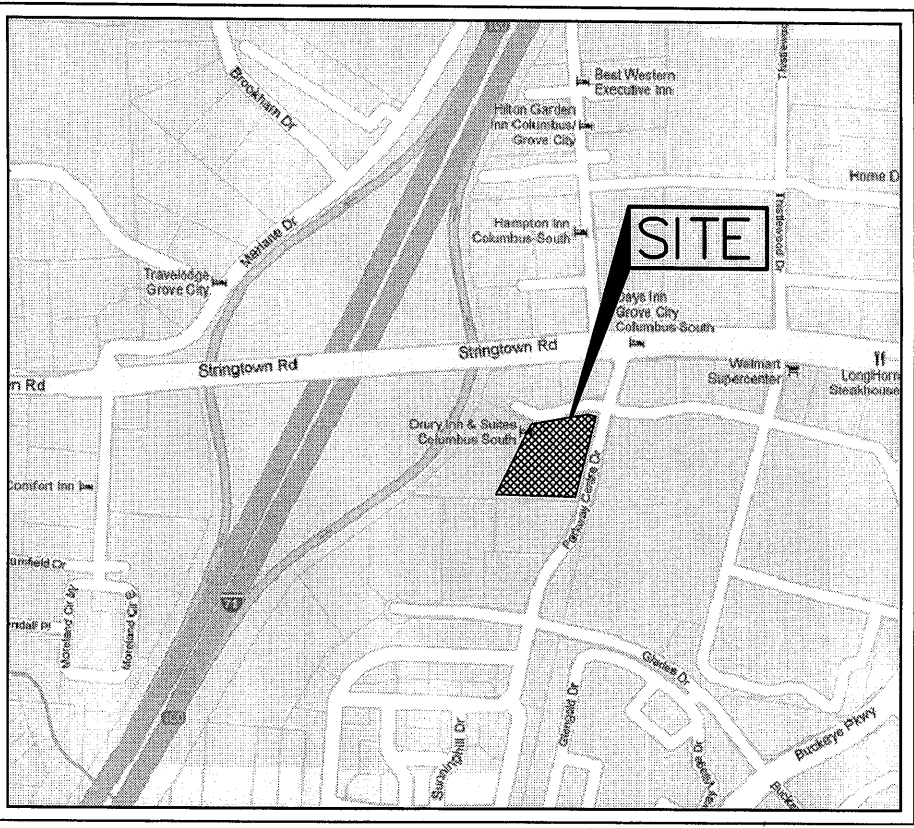
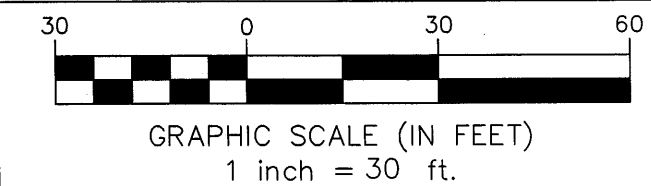
PARKING DATA:
REQUIRED: PER CITY CODE 1135.12-II, DISTRICT C-2, CATEGORY II: (ONE PARKING SPACE PER 50 SF) 5,500 SF / 50 SF = 110.00 (110) PARKING
PROVIDED: 39 PARKING SPACES (VARIANCE REQUIRED)

LANDSCAPE DATA:
GREEN AREA
EXISTING: 33,179 SQUARE FEET (0.76 ACRES)
REQUIRED: NONE PER CITY CODE #1136
PROPOSED: 14,966 SQUARE FEET (0.34 ACRES)
IMPERVIOUS AREA
EXISTING: 5,767 SQUARE FEET (0.13 ACRES) - GRAVEL
PROPOSED: 23,998 SQUARE FEET (0.55 ACRES)
LANDSCAPE REQUIREMENTS: SEE SHEET C-7.0

BUILDING DATA:
GROSS AREA: 5,500± SQUARE FEET
BUILDING HEIGHT: UNKNOWN
NUMBER OF STORIES: ONE

BENCHMARK
BM ALUMINUM DISK IN CONCRETE ON THE SOUTHWEST CORNER OF A SIGN BASE LOCATED AT 1881 STRINGTOWN RD. NAVD 83 ELEV. = 777.088

CONTROL POINTS			
NO.	NORTHING	EASTING	ELEV. DESCRIPTION
MAG#1000	684043.82	1815248.98	770.56 MAG NAIL SET
HUB#1001	684211.02	1815204.79	772.81 HUB AND TACK SET
MAG#1002	684559.12	1815220.54	774.82 MAG NAIL SET

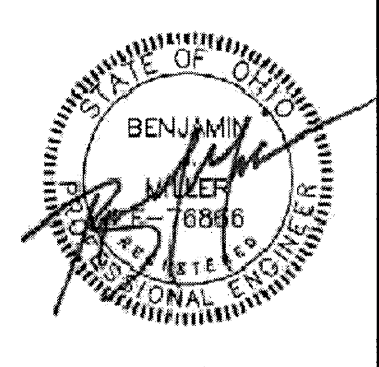


LOCATION MAP
NO SCALE

REVISIONS	NO.	DATE	DESCRIPTION

THOMPSON THRIFT
901 WABASH AVENUE, SUITE 300
TERRE HAUTE, INDIANA 47807
PHONE: (812) 242-1160 | FAX: (812) 235-8122

DEVELOPMENT PLAN
TEXAS ROADHOUSE
GROVE CITY
FRANKLIN CO., OHIO



ENGINEERS • ARCHITECTS
SURVEYORS
2800 CORPORATE EXCHANGE DRIVE
COLUMBUS, OHIO 43231
PH (614) 794-7080 | FAX (614) 794-4492
www.cesoinc.com

ISSUE:
DEVELOPMENT PLAN
DATE:
09/17/12
JOB NO.: 4770
DESIGN: JAA
DRAWN: JFB
CHECKED: BJM
SHEET NO.
C-ZONE



200702230032190

Pgs: 5 \$56.00 T20070012259
02/23/2007 10:48AM MEP808 EVANS
Robert G. Montgomery
Franklin County Recorder

**FIRST AMENDMENT TO EASEMENT, OPERATION
AND RESTRICTION AGREEMENT**

THIS FIRST AMENDMENT TO EASEMENT, OPERATION AND RESTRICTION AGREEMENT ("First Amendment") is made and entered into as of this 13th day of February, 2007, by and between **BOB EVANS FARMS, INC.**, an Ohio corporation ("**Bob Evans**") and **DRURY INNS, INC.**, a Missouri corporation ("**Drury**").

The circumstances underlying the execution of this First Amendment are as follows:

A. Bob Evans is the owner of two certain parcels of land located at the southeast corner of the intersection of I-71 and Stringtown Road in Grove City, Ohio. The first such parcel is described on **Exhibit "A-1"** attached hereto and is herein called the "**Bob Evans Property**". The second such parcel is described on **Exhibit "A-2"** attached hereto and is herein called the "**Future Development Lot**".

B. Bob Evans conveyed to Drury, Drury Hotels Corp. ("Hotels") and DI Grove City, LLC ("LLC") by Limited Warranty Deed recorded as Instrument No. 200403150056270 in the Franklin County Recorder's office certain real estate situated adjacent to the Bob Evans Property and the Future Development Lot and being more particularly described on **Exhibit "B"** attached hereto (the "**Drury Property**"). As a result of transfers by and among Drury, Hotels and LLC, Drury is now the sole owner of the Drury Property. The Drury Property, together with all improvements built thereon, shall be referred to as the "Hotel Property".

C. Bob Evans and Drury, Hotels and LLC entered into an Easement, Operation and Restriction Agreement dated as of March 15, 2004, a copy of which was recorded as Instrument No. 200403150056272 in the Franklin County Recorder's office (the "Original ERA").

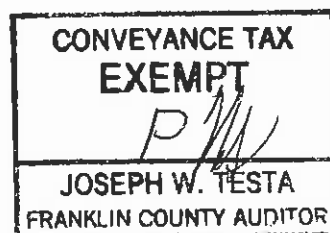
D. The Bob Evans Property, the Future Development Lot and the Drury Property are depicted on the site plan attached hereto as **Exhibit "C"** (the "**Site Plan**").

E. Bob Evans and Drury wish to amend the Original ERA and reduce that amendment to writing as required by Section 11 D of the Original ERA.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Section 1 of the Original ERA is deleted in its entirety and in its place is substituted:

"Grant of Easements. Bob Evans hereby grants and conveys unto Drury the following:



TRANSFER
NOT NECESSARY

FEB 23 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

A. a perpetual, non-exclusive easement for the purposes of vehicular and pedestrian ingress and egress over and across the portion of the Bob Evans Property shown generally as "**North Easement Area**" on the Site Plan and more particularly described on **Exhibit "D"** attached hereto. This easement does not include the right to use and at no time shall Drury permit the use of the North Easement Area for construction traffic to the Drury Property;

B. a perpetual, non-exclusive easement for the purposes of vehicular and pedestrian ingress and egress over and across the portion of the Future Development Lot shown generally as "**South Easement Area**" on the Site Plan and more particularly described on **Exhibit "E"** attached hereto;

C. a perpetual, non-exclusive easement for the installation, operation and maintenance of a joint monument sign advertising the Bob Evans Restaurant and the Drury Inn & Suites hotel (the "**Shared Sign**") upon the portion of the Bob Evans Property which is generally shown as "**Sign Easement Area**" on the Site Plan and is more particularly described on **Exhibit "F"** attached hereto; and

D. a perpetual, non-exclusive easement for the installation, operation and maintenance of three tall light poles upon the portion of the Bob Evans Property which is generally shown as "**Light Pole Easement Area**" on the Site Plan and is more particularly described on **Exhibit "G"** attached hereto."

2. Section 4 of the Original ERA is deleted in its entirety and in its place is substituted the following:

"Construction and Maintenance of Shared Sign. Drury shall obtain all governmental permits and approvals to permit the installation of the Shared Sign and related utility facilities. Drury shall construct and thereafter maintain the Shared Sign in a state of good condition and repair, and in accordance with all legal requirements at all times. Drury will construct, erect and install the Shared Sign within the Sign Easement Area in a good and workmanlike manner and in compliance with all applicable laws, codes and other governmental requirements. "Shared Sign Construction Costs" shall include the costs actually incurred by Drury to third parties not affiliated with Drury in connection with the initial permitting and construction of the Shared Sign together with reasonable supporting documentation and thereafter costs incurred to insure the Shared Sign, landscape the area around the Shared Sign and other costs incurred in connection with the Shared Sign and which costs benefit both parties. Within thirty (30) days of a receipt of a bill itemizing Shared Sign Construction Costs, Bob Evans shall reimburse to Drury 50% of those particular Shared Sign Construction Costs. Construction of the Shared Sign will include separate conduit that will enable Drury and Bob Evans to be billed separately for electricity utilized to light each parties respective sign panels. During the term of this Agreement, each party shall be responsible for repair, replacement, restoration and maintenance, power and illumination of its respective sign panels such that at all times the panels shall be kept in a good and first class condition and in compliance with all laws, codes and other governmental requirements. At all times during the term of this Agreement, Drury shall have overall

responsibility for maintenance of the Shared Sign so that the Shared Sign is kept in a good and first-class condition and in compliance with all laws, codes and other governmental requirements. The insurance for the Shared Sign shall consist of commercial general liability coverage with a single occurrence limit of no less than One Million Dollars (\$1,000,000.00) and loss or damage to property coverage in the amount of the full replacement cost naming Drury and Bob Evans as additional insureds with respect to liability coverage and as each party's interest appears with respect to property coverage and Drury shall furnish to Bob Evans evidence of the existence of said insurance on at least an annual basis. Neither Bob Evans nor Drury shall cause or permit any signage to be installed or maintained on the Shared Sign except for the signage identifying the business conducted on the Drury Property and signage identifying the business conducted on the Bob Evans Property. In the event Drury ceases business operations upon the Drury Property it shall, upon the request of Bob Evans, remove the panel identifying the business operated on the Drury Property; provided, however, Drury's rights hereunder shall not be terminated but shall continue so that when business operations are again started Drury can utilize the Shared Sign in accordance with the terms hereof. In the event Bob Evans ceases business operations upon the Bob Evans Property it shall, upon the request of Drury, remove the panel identifying the business operated on the Bob Evans Property; provided, however, Bob Evans' rights hereunder shall not be terminated but shall continue so that when business operations are again started Bob Evans can utilize the Shared Sign in accordance with the terms hereof. After the initial installation of the Shared Sign, Drury shall not modify the size, design, character or content thereof without obtaining the prior approval of Bob Evans.

3. Section 2 of the Original ERA is hereby amended to include the following new paragraph at the conclusion thereof:

Notwithstanding the foregoing, the parties agree that the installation, operation and maintenance of all light poles within the Light Pole Easement Area shall be governed by the following provisions. Bob Evans has previously installed and currently operates two tall (approximately 35 feet) light poles (as identified on Exhibit G) and several shorter light poles within the Light Pole Easement Area. Drury shall obtain all governmental permits and approvals to permit the installation of a third tall light pole, being the Beacon AL-007736 sign identified on Exhibit G. Drury will install such light pole within the Light Pole Easement Area in a good and workmanlike manner and in compliance with all applicable laws, codes and other applicable governmental requirements. The two existing tall lights together with the third tall light to be installed by Drury are herein called the "Tall Lights". Simultaneous with such installation, Drury shall cause all three Tall Lights to be connected to the Drury circuit and Drury shall be responsible, at its sole cost and expense, for the operation and maintenance of the Tall Lights. Bob Evans shall be responsible, at its sole cost and expense, for the operation and maintenance of all other light poles within the Light Pole Easement Area. Until Drury connects all three Tall Lights to its circuit, the operation and maintenance costs for all lights shall continue to be shared equally as set forth in the first paragraph above.

4. Section 5 G of the Original ERA is deleted in its entirety and in its place is substituted the following:

G. **Utility Easements.** Each party agrees to grant to the other or to the applicable utility company, as the case may be, perpetual non-exclusive easements for the purpose of installing, operating, replacing and maintaining utility lines and facilities which will serve the Drury Property, the Bob Evans Property, the Sign Easement Area, the Light Pole Easement Area and the Future Development Lot, including, without limitation, electric, gas, water, telephone, sanitary and storm sewer and cable, as necessary or as desirable by the grantee of the easement, subject to the following conditions:

(i) such utility lines and facilities (other than the light poles to be installed) will be located underground to the extent permitted by the local utility; and

(ii) the easement area shall be around the perimeter of the Drury Property, the Bob Evans Property and the Future Development Lot, as the case may be, unless another area is approved by the grantor of the easement.

5. This First Amendment may be signed in counterparts which, taken together, shall constitute an original.

6. Except as otherwise modified herein, the Original ERA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

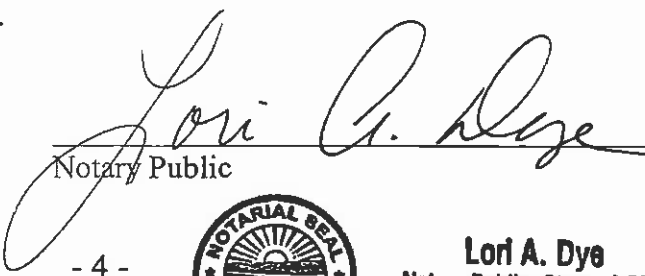
BOB EVANS FARMS, INC.

By: 

Stephen A. Warehime
Senior Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 16th day of Feb., 2007 by Stephen A. Warehime, Senior Vice President of Bob Evans Farms, Inc., an Ohio corporation, on behalf of the corporation.


Notary Public



Lori A. Dye
Notary Public, State of Ohio
My Commission Expires Dec. 7, 2010

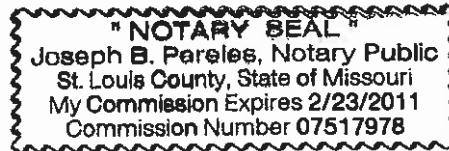
DRURY INNS, INC.,

By: 
Its: President

STATE OF MISSOURI,
COUNTY OF ST. LOUIS, SS:

The foregoing instrument was acknowledged before me this 14th day of February, 2007
by Charles L. Drury, Jr., President of Drury Inns, Inc., a Missouri corporation, on behalf of the
corporation.


Notary Public



THIS INSTRUMENT PREPARED BY:
John M. Kantner, Esq.
5 West Waterloo Street
Canal Winchester, OH 43110



200403150056272

Fee: 23 \$186.00 T29848823492
93/15/2004 3:37PM BALANDRA
Robert S. Montgomery
Franklin County Recorder**EASEMENT, OPERATION AND RESTRICTION AGREEMENT**

THIS EASEMENT, OPERATION AND RESTRICTION AGREEMENT ("Agreement") is made and entered into as of this 15th day of March, 2004, by and between BOB EVANS FARMS, INC., an Ohio corporation ("Bob Evans"), DRURY INNS, INC., DRURY HOTELS CORP., and DI GROVE CITY, LLC (collectively, "Drury").

The circumstances underlying the execution of this agreement are as follows:

A. Bob Evans is the owner of two certain parcels of land located at the southeast corner of the intersection of I-71 and Stringtown Road in Grove City, Ohio. The first such parcel is described on Exhibit "A-1" attached hereto and is herein called the "Bob Evans Property". The second such parcel is described on Exhibit "A-2" attached hereto and is herein called the "Future Development Lot". The Bob Evans Property, together with all improvements built thereon, shall be referred to as the "Restaurant Property".

B. Of even date herewith, Bob Evans has conveyed to Drury certain real estate situated adjacent to the Bob Evans Property and the Future Development Lot and being more particularly described on Exhibit "B" attached hereto (the "Drury Property"). The Drury Property, together with all improvements built thereon, shall be referred to as the "Hotel Property".

C. The Bob Evans Property, the Future Development Lot and the Drury Property are depicted on the site plan attached hereto as Exhibit "C" (the "Site Plan").

D. Bob Evans and Drury wish to establish certain easements, rights and obligations with respect to the development and operation of their respective properties.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easements.** Bob Evans hereby grants and conveys unto Drury the following:

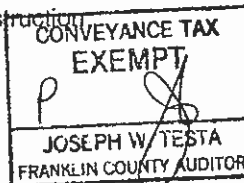
A. a perpetual, non-exclusive easement for the purposes of vehicular and pedestrian ingress and egress over and across the portion of the Bob Evans Property shown generally as "North Easement Area" on the Site Plan and more particularly described on Exhibit "D" attached hereto. This easement does not include the right to use and at no time shall Drury permit the use of the North Easement Area for construction traffic to the Drury Property;

TRANSFERRED
NOT NECESSARY

MAR 15 2004

JOSEPH W. TESTA
AUDITOR

FRANKLIN COUNTY, OHIO



B. a perpetual, non-exclusive easement for the purposes of vehicular and pedestrian ingress and egress over and across the portion of the Future Development Lot shown generally as **"South Easement Area"** on the Site Plan and more particularly described on **Exhibit "E"** attached hereto; and

C. a perpetual, non-exclusive easement for the installation, operation and maintenance of an hotel sign (the **"Drury Sign"**) upon the portion of the Bob Evans Property which is generally shown as **"Sign Easement Area"** on the Site Plan and is more particularly described on **Exhibit "F"** attached hereto.

2. **Construction and Maintenance of the North Easement Area.** At such time as it develops the Bob Evans Property, Bob Evans shall construct, at its sole cost and expense, a Driveway upon the North Easement Area (the **"North Driveway"**). As used herein, the term **"Driveway"** in all instances shall mean all appropriate paving, striping, curbing, lighting, landscaping, etc. The North Driveway shall be constructed in substantial conformance with the plans prepared by MS Consultants, Inc., dated January 15, 2004 and referenced as Project No. 12496.326. After the Initial construction of the North Driveway, Bob Evans shall maintain the same in a state of good condition and repair, free from ice and snow and in accordance with all legal requirements, all in accordance with the standards of first class shopping centers in Columbus, Ohio (the **"Maintenance Standards"**). Commencing at such time as Drury opens for business upon the Drury Property, Drury shall reimburse Bob Evans on demand for one-half of all future maintenance costs incurred by Bob Evans in maintaining the North Driveway in accordance with the Maintenance Standards.

3. **Construction and Maintenance of South Easement Area.** Concurrent with the development of the Future Development Lot, the developing party shall construct, at its sole cost and expense, a Driveway upon the South Easement Area in general conformance with the Site Plan (the **"South Driveway"**). In the event that Drury elects to install the South Driveway prior to that time, it shall have the right to do so, and, in that event, the future owner of the Future Development Lot shall reimburse Drury for all construction costs thereof upon its development of the Future Development Lot. After the initial construction of the South Driveway and the development of the Future Development Lot, the owner of the Future Development Lot shall maintain the South Driveway in accordance with the Maintenance Standards. Drury shall reimburse the party maintaining the South Driveway for a portion of the costs of maintaining the South Driveway based upon the square footage within the Drury Property versus the square footage of all properties benefiting from the use of the South Driveway. In no event shall Bob Evans be responsible for any cost or expense related to the development or maintenance of the South Easement Area, unless Bob Evans develops or leases the Future Development Lot.

4. **Construction and Maintenance of Drury Sign.** Drury shall construct and thereafter maintain the Drury Sign in a state of good condition and repair, and in accordance with all legal requirements at all times. The Drury Sign shall be constructed only in conformance with plans and specifications to be mutually agreed upon between Drury and Bob Evans and in accordance with all applicable laws, ordinances and regulations including, without limitation, zoning ordinances of the City of Grove City. Bob Evans agrees to cooperate with Drury, at no cost to Bob Evans, in connection with any variances which may be required with respect to the Drury Sign. In the event Drury ceases business operations upon the Drury Property it shall, upon the request of Bob Evans, remove the Drury Sign; provided, however, Drury's rights hereunder shall not be terminated but shall continue so that when business operations are again started Drury can utilize the Drury Sign in accordance with the terms hereof. After the initial installation of the Drury Sign, Drury shall not modify the size, design, character or content thereof without obtaining the prior approval of Bob Evans.

5. **Development and Operation Covenants and Restrictions.**

A. **No Hotel Restriction.** Bob Evans, its successors and assigns, shall be prohibited from building and/or operating a hotel, lodging facilities, motel, extended stay facility or suite development on the Bob Evans Property. This restriction shall automatically expire when Drury no longer owns the Drury Property and a hotel is no longer operating on the Drury Property.

B. **No Family Style Restaurant Restriction.** Drury, its successors and assigns, shall be prohibited from building and/or operating a family style restaurant on the Drury Property. A family style restaurant shall be defined to be a sit down, waiter/waitress served restaurant similar to a Bob Evans, Bill Knapp's, Shoney's, Cracker Barrel, Machine Shed, Denny's, IHOP, Friendly's, Big Boy, Perkins', Eat-N-Park, Silver Diner, Waffle House, McDiner or Country Kitchen and shall not include a fast food type restaurant or restaurants similar to a Friday's, Bennigans or Chili's restaurant. Notwithstanding the foregoing, Drury may operate a restaurant or food service establishment within its hotel with a waiter/waitress service that is open for only hotel guests. As used herein, waiter/waitress service shall be defined as service in which the customer sits down at a table or bar and the employee takes an order and subsequently delivers the order to the customer. Waiter/waitress service shall not include service when an employee prepares food and places the food in a service or buffet line where customers make their food selections. or In connection with catered events in any meeting rooms located within the hotel be built on the Drury Property.

C. **Building Height on Future Development Lot.** Any building constructed on the Future Development Lot will not exceed 25 feet in height.

D. **Drury's Approval Rights of Future Development Lot.** No development of the Future Development Lot shall begin until Drury has approved development plans therefore. Development plans shall include, but not be limited to site plans and architectural plans. Drury shall not unreasonably condition, withhold or delay its approval of such development plans. If Drury does not notify Bob Evans of an unsatisfactory plan within 15 days of Drury's receipt thereof, then Drury shall be deemed to have automatically approved such plan.

E. **Bob Evans' Approval Rights of Drury Property.** Drury shall not begin development of the Drury Property until Bob Evans has approved all site, building, landscaping and paving plans (or modifications thereto) for the development of the Drury Property, said approval not to be unreasonably withheld or delayed.

F. **General Maintenance.** Bob Evans, the owner of the Future Development Lot and Drury, at their sole cost, shall each maintain their respective properties in a state of good condition and repair at all times in accordance with the Maintenance Standards.

G. **Utility Easements.** Each party agrees to grant to the other or to the applicable utility company, as the case may be, perpetual non-exclusive easements for the purpose of installing, operating, replacing and maintaining utility lines and facilities which will serve the Drury Property, the Bob Evans Property and the Future Development Lot, including, without limitation, electric, gas, water, telephone, sanitary and storm sewer and cable, as necessary or as desirable by the grantee of the easement, subject to the following conditions:

(i) such utility lines and facilities will be located underground to the extent permitted by the local utility; and

(ii) the easement area shall be around the perimeter of the Drury Property, the Bob Evans Property and the Future Development Lot, as the case may be, unless another area is approved by the grantor of the easement.

H. **Restrictions on Future Development Lot.** Bob Evans agrees, with Drury as the owner of the Drury Property, that commencing upon the date hereof, and so long as Drury owns the Drury Property and/or so long as a hotel is operated on the Drury Property, that none of the following uses shall be

constructed and/or operated on the Future Development Lot: (1) hotel, suite development, lodging facilities, motel or extended stay facility; (2) a "Hooters" or "Melons" restaurant, or casual theme type restaurant deriving forty five percent (45%) or more of its revenue from the sale of alcoholic beverages; (3) bar, lounge, tavern, nightclub or disco; (4) topless bar or so called "gentlemen's club" or any other establishment exhibiting "topless", "bottomless", nude or partially nude persons; (5) any pornographic use including, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which is not available for sale or rental to children under eighteen years of age due to the sexual nature thereof; or (6) a so called "head shop" or other facility for the sale of paraphernalia for use with illicit drugs.

I. **Remedies.** Bob Evans and Drury recognize and acknowledge that it will be difficult to compute the amount of loss or damage if either party violates any of the covenants or agreements previously mentioned in this Section 5. With respect to each and every breach or violation, in addition to all other remedies available, the nondefaulting party shall be entitled to enjoin the continuance thereof and may apply to any court of competent jurisdiction for an entry of an immediate restraining order or injunction. Drury or Bob Evans, as applicable, may pursue any remedy (injunction and damages) concurrently or consecutively in any order as to any such breach or violation, and the pursuit of any such remedy at any time will be not be deemed an election of remedies or waiver of the right to pursue the other of such remedies.

6. **Right of First Refusal.**

A. Drury hereby grants in favor of Bob Evans a right of first refusal to purchase the Hotel Property on the following terms and conditions:

(i) If Drury receives an offer which it proposes to accept for the sale or lease of the Hotel Property to a third party, Drury shall first provide a complete and legible copy of such offer to Bob Evans. For a period of ten (10) days thereafter, Bob Evans shall have the right to acquire the Hotel Property on the terms and conditions set forth in such offer;

(ii) In the event that Bob Evans wishes to exercise its right of first refusal and acquire the Hotel Property on the terms and conditions set forth in such offer, it shall provide written notice to Drury of such fact, in which event Drury and Bob Evans shall be bound by the terms of the offer.

Notwithstanding any terms of Bob Evans' right of first refusal to the contrary, Bob Evans shall have no right of first refusal with respect to the Hotel Property in the event of the following: (i) the execution and delivery of a mortgage, deed of trust, or other security instrument by Drury that encumbers or includes the Hotel Property and which may or may not require the transfer of the Hotel Property into a single purpose borrowing entity, (ii) a foreclosure sale, conveyance by deed in lieu of foreclosure, or other sale, conveyance, or exercise of rights pursuant to any such mortgage, deed of trust, or other security instrument (collectively "Foreclosure Sale") provided such Foreclosure Sale is public such that Bob Evans shall otherwise have the legal opportunity to participate in bidding for any such conveyance of the Hotel Property, (iii) a conveyance of the Hotel Property as part of a sale or transfer by the owner of the Hotel Property only if the owner of the Hotel Property is selling at least two other hotels in the Columbus, Ohio metropolitan area owned and/or operated by Drury.

B. Bob Evans hereby grants in favor of Drury a right of first refusal to purchase the Restaurant Property on the following terms and conditions:

(i) If Bob Evans receives an offer which it proposes to accept for the sale or lease of the Restaurant Property to a third party, Bob Evans shall first provide a complete and legible copy of such offer to Drury. For a period of ten (10) days thereafter, Drury shall have the right to acquire the Restaurant Property on the terms and conditions set forth in such offer;

(ii) In the event that Drury wishes to exercise its right of first refusal and acquire the Restaurant Property on the terms and conditions set forth in such offer, it shall provide written notice to Bob Evans of such fact, in which event Bob Evans and Drury shall be bound by the terms of the offer.

Notwithstanding any terms of Drury's right of first refusal to the contrary, Drury shall have no right of first refusal with respect to the Restaurant Property in the event of the following: (i) the execution and delivery of a mortgage, deed of trust, or other security instrument by Bob Evans that encumbers or includes the Restaurant Property and which may or may not require the transfer of the Restaurant Property into a single purpose borrowing entity or (ii) a foreclosure sale, conveyance by deed in lieu of foreclosure, or other sale, conveyance, or exercise of rights pursuant to any such mortgage, deed of trust, or other security instrument (collectively "Foreclosure Sale") provided such Foreclosure Sale is public such that Drury shall otherwise have the legal opportunity to participate in bidding for any such conveyance of the Restaurant Property.

C. Anything in this Agreement to the contrary notwithstanding, the rights granted to and/or reserved by Bob Evans and Drury in this Section 6 shall

not apply to a conveyance, grant, contribution or other transfer (a "Transfer") to, or which results or will result from a merger, consolidation or other reorganization with, an Affiliate. For purposes of this Agreement: (a) the term "Affiliate" means any corporation, partnership, limited liability company, trust, real estate investment trust or other entity, whether now existing or hereafter created, formed or organized, that directly or indirectly through one or more intermediaries Controls, is Controlled By or Under Common Control with Drury or Bob Evans, as applicable, and (b) "Controls" (including the terms "Controlled By" and "Under Common Control With") shall each have the same meaning ascribed to such terms under the Securities Exchange Act of 1934 and any rules and regulations promulgated thereunder.

7. **Repurchase Right.** If Drury has not constructed and opened a hotel on the Drury Property within three (3) years from the date hereof, then Bob Evans, at its sole option, shall have the right (but not the obligation) to repurchase the Drury Property for the purchase price paid by Drury to Bob Evans for the Drury Property plus the actual, verifiable, so called "hard" costs paid by Drury for any improvements constructed on the Drury Property by Drury. The three (3) year period, may be extended for the period of delay caused by events beyond Drury's control which shall include, without limitation, all labor disputes, civil commotion, hostilities, military or usurped power, sabotage, government regulations or controls, administrative hearings or judicial litigation including any adverse findings, orders, verdicts or judgments therein, fire or other casualty, inability to obtain any material or services as through acts of God or through any other causes beyond Drury's control. Bob Evans must exercise its repurchase right, if at all, within sixty (60) days after such three (3) year period by providing written notice of its election to Drury. If Bob Evans fails to exercise its repurchase right, then the repurchase right shall be null and void and of no further force and effect. Bob Evans shall, upon request, sign any documents required by Drury to evidence the termination of this repurchase right.

8. **Indemnification; Insurance.**

A. Drury shall indemnify, defend and hold Bob Evans harmless (except for loss or damage resulting from the intentional acts of the other, its officers, directors, contractors, employees and agents) from and against any damages, liability, actions, claims and expenses (including attorneys' fees) in connection with the loss of life, bodily injury and/or damage to property arising from or out of its use of the easements herein granted, or occasioned wholly or in part by any act or omission of the indemnifying party.

B. Drury shall maintain or cause to be maintained public liability insurance insuring against claims on account of loss of life, bodily injury or property damage that arise from its use of the easements and rights herein granted. The insurance required hereunder shall be carried

by a reputable insurance company or companies licensed to do business in Ohio and having limits for loss of life or bodily injury in the amounts of not less than \$3,000,000 for each person and \$5,000,000 for each occurrence and \$1,000,000 for property damage, and shall name Bob Evans as an additional insured. Drury shall furnish certificates of insurance to Bob Evans annually evidencing the existence of the insurance required to be carried pursuant to this paragraph 8B.

C. Bob Evans and Drury hereby waive any rights of recovery against the other, its directors and officers for any damage or consequential loss covered by policies of the kind specified above, whether or not such damage or loss shall have been caused by any acts or omissions of the other party or its directors and officers.

9. Default and Remedies.

A. If either party shall, during the term hereof, default in the performance of any of its obligations hereunder, then the other party shall, as a precondition to the exercise of remedies it may have hereunder, at law or in equity, except in an emergency, give to the defaulting party, written notice specifying such default. If the defaulting party does not cure such default promptly, but in no event less than fifteen (15) days from the date of the default notice (or if cure is promptly commenced and diligently pursued within such other additional time as may be reasonably necessary to cure such default) then the non-defaulting party shall have the right (immediately if an emergency or after the expiration of the applicable grace period) to perform such obligation on behalf of the defaulting party and be reimbursed by the defaulting party for the cost thereof. Any amounts due and owing hereunder shall bear interest at the rate which is four percent (4%) above the "prime rate" as reported in The Wall Street Journal on the date of notice of default (the "Default Rate").

B. No delay or omission of any party in the exercise of any right or remedy shall impair any such right or remedy, or be construed to be a waiver thereof. Any waiver of a breach or a default of this agreement shall not be construed to be a waiver of any subsequent breach or default of the same or any other provisions hereof. Except as otherwise expressed in this Agreement, no remedy shall be exclusive but each shall be cumulative with all other remedies herein and at law or in equity.

C. It is expressly agreed that, no breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this agreement, but such limitation shall not effect, in any

manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

D. The failure of a party hereto (such party being referred to in this Section as the "Defaulting Party") to make any payment required to be made by it pursuant to the provisions of this Agreement within ten (10) days after written notice thereof to the Defaulting Party shall constitute a material default and breach of this Agreement. Such sums due from the Defaulting Party shall bear interest at the Default Rate from the date of demand for such sums and, upon default; such sums and interest shall constitute a lien against the Defaulting Party's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in the office of the County where the property is located by the party making the claim and shall at all times be subordinate to the lien of any first priority mortgage, deed of trust or deed to secure debt encumbering the Defaulting Party's Parcel.

10. **Notices.** All notices and other communications required, permitted or desired to be given with respect to this agreement shall be in writing and shall be deemed to have been given when delivered in person, mailed by U.S. mail, postage prepaid, or sent by recognized overnight air courier delivery, addressed as follows:

to Bob Evans:

3776 South High Street
Columbus, Ohio 43207
Attn.: Teresa A. Ehmann

with copy sent to:

John M. Kantner, Attorney at Law
5 West Waterloo Street
Canal Winchester, Ohio 43110

to Drury:

721 Emerson Road, Suite 400
St. Louis, Missouri 63141
Attn.: Joseph B. Pereles, Vice President

11. **Miscellaneous.**

A. Bob Evans and Drury warrant to each other that each own good and marketable title to its respective property free and clear from all liens or encumbrances of any nature except as expressly set forth herein.

B. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the easement areas herein described to the general public use or for any public use or purpose whatsoever, it being the intention of the parties that the terms be strictly limited as set forth herein.

C. The easements herein granted and the covenants and restrictions herein contained shall be perpetual and shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their heirs, successors or assigns.

D. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may be changed only by a written agreement signed by all parties hereto.

E. Time is of the essence hereof.

F. This Agreement shall be governed by the laws of the State of Ohio.

G. All exhibits referenced in this agreement are incorporated into this Agreement as fully as if copied herein verbatim.

H. If any term, covenant or condition of this Agreement shall, to any extent, be determined by a court or arbitrator to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

I. This Agreement may be signed in counterparts which, taken together, shall constitute an original.

J. In the event of litigation or other proceedings arising out of this agreement, the prevailing party shall, in addition to any other remedies available, be entitled to receive prompt reimbursement of its attorney's fees from the non-prevailing party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOB EVANS FARMS, INC.

By: *Stephen A. Warehime*

Stephen A. Warehime
Senior Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 2nd day of March, 2004 by Stephen A. Warehime, Senior Vice President of Bob Evans Farms, Inc., an Ohio corporation, on behalf of the corporation.



TERESA A. EHMANN
Notary Public, State of Ohio
My Commission Expires November 6, 2007

Teresa A. Ehmman
Notary Public

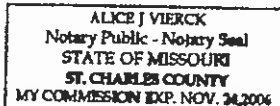
DRURY INNS, INC.,

By: *Joseph Blecker*
Its: Vice-President

STATE OF MISSOURI,
COUNTY OF ST. LOUIS, SS:

The foregoing instrument was acknowledged before me this 3rd day of March, 2004 by Joseph Blecker, Vice President, of Drury Inns, Inc., a Missouri corporation, on behalf of the corporation.

Alice J. Vierck
Notary Public

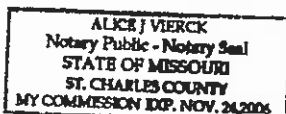


DRURY HOTELS CORP.

By: Joseph Bleck
Its: Vice President

STATE OF MISSOURI,
COUNTY OF ST LOUIS, SS:

The foregoing instrument was acknowledged before me this 3rd day of March, 2004 by Joseph Bleck, Vice President, of Drury Hotels Corp., on behalf of the corporation.



Alice Vierck
Notary Public

DI GROVE CITY, LLC
By: CDECRE, Inc. its sole member
By: Michael J. McMillan
Its: Vice President

STATE OF Illinois,
COUNTY OF COOK, SS:

The foregoing instrument was acknowledged before me this 4th day of March, 2004 by Miriam Golden, Vice President of CDECRE, Inc., sole member, of DI Grove City, LLC, on behalf of the corporation.

Isabelle J. Herrfra
Notary Public

THIS INSTRUMENT PREPARED BY:

John M. Kantner, Esq.
5 West Waterloo Street
Canal Winchester, OH 43110
DI Grove city/leasehold agreement with Drury
2.2.04



EXHIBIT "A-1"

DESCRIPTION OF 1.996 ACRES OF LAND
SOUTH OF STRINGTOWN ROAD
EAST OF INTERSTATE ROUTE 71

Situated in the State of Ohio, in the County of Franklin, in the City of Grove City, in Virginia Military Survey Number 8231, being a 1.996 acre tract of land out of that original 7.602 acre tract as described in a deed to Bob Evans Farms, Inc., of record in Instrument Number 200210310275891, all references to records are on file in the Recorder's Office, Franklin County, Ohio, said 1.996 acre tract being more particularly described as follows:

Beginning for Reference at a railroad spike found in the centerline of Stringtown Road, at the northwesterly corner of that 3.728 acre tract as described in a deed to the City of Grove City, Ohio, of record in Instrument Number 200210110256134, at the northeasterly corner of that 0.862 acre tract as described in a deed to Hawkstone Associates, Inc., of record in Instrument Number 200203040056550, said spike being located South 86°01'03" West, 688.23 feet from the intersection of the centerline of Thistlewood Road (private) (witness a railroad spike found on the centerline of said Thistlewood Road extended southerly 0.46 feet); Thence South 12°53'20" West, along the westerly line of said 3.728 acre tract, the easterly line of said 0.862 acre tract, a distance of 228.47 feet to a point at the southeasterly corner of said 0.862 acre tract, at the northeasterly corner of that 0.543 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Instrument Number 200208270212248; Thence North 77°02'59" West, along the southerly line of said 0.862 acre tract, along the northerly line of said 0.543 acre tract, passing an iron pin found at 0.83 feet, a total distance of 50.00 feet to an iron pin set at a northeasterly corner of said original 7.602 acre tract, the northeasterly corner of that 0.302 acre tract as described in a deed to Hawkstone Associates, Inc., of record in Instrument Number 200307230228064, at the northwesterly corner of said 0.543 acre tract; Thence South 12°53'20" West, along the easterly line of said original 7.602 acre tract, the easterly line of said 0.302 acre tract, along the westerly line of said 0.543 acre tract, a distance of 9.54 feet to an iron pin set at the southeasterly corner of said 0.302 acre tract and being the True Place of Beginning of the 1.996 acre tract herein described:

Thence North 77°06'40" West, into said original 7.602 acre tract, a distance of 62.21 feet to an iron pin set;

Thence South 75°55'35" West, continuing through said original 7.602 acre tract, a distance of 219.11 feet to an iron pin set;

Thence North 61°39'06" West, continuing through said original 7.602 acre tract, a distance of 277.54 feet to an iron pin set in the westerly line of said original 7.602 acre tract, in the easterly limited access right-of-way line of Ramp "D" of Interstate Route 71;

Thence North 25°14'29" East, along the westerly line of said original 7.602 acre tract, along the easterly limited access right-of-way line of Ramp "D" of Interstate Route 71, a distance of 123.28 feet to a concrete monument found in the southerly right-of-way line of Stringtown Road, at the northwesterly corner of said original 7.602 acre tract;

Thence North 81°12'42" East, along the southerly right-of-way line of Stringtown Road, along the northerly line of said original 7.602 acre tract, a distance of 91.52 feet to a concrete monument found;

Thence North $81^{\circ}12'50''$ East, continuing along the southerly right-of-way line of Stringtown Road, along the northerly line of said original 7.602 acre tract, a distance of 208.12 feet to an iron pin set at the northwesterly corner of said 0.302 acre tract as described in said deed to Hawkstone Associates, Inc., of record in Instrument Number 200307230228064;

Thence South $02^{\circ}55'31''$ East, into said original 7.602 acre tract, along the westerly line of said 0.302 acre tract, a distance of 167.64 feet to an iron pin set at the southwest corner of said 0.302 acre tract;

Thence North $87^{\circ}04'29''$ East, continuing through said original 7.602 acre tract, along the southerly line of said 0.302 acre tract, a distance of 181.36 feet to the True Place of Beginning and containing an area of 1.996 acres of land, more or less.

The foregoing description has been prepared from an actual field survey of the parent tract by ms consultants, inc. in October of 2002, iron pins set are $5/8'' \times 30''$ long rebar capped with a plastic cap stamped "7159-ms consultants".

The basis of bearings for this description are based on a bearing of South $12^{\circ}53'20''$ West, along the westerly line of said 3.728 acre tract as described in a deed to the City of Grove City, Ohio, of record in Instrument Number 200210110256134 and based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983, transferred from Franklin County Survey Control Monuments "Frank 25" and "Frank 125".



ms consultants, inc.

John L. Price 2/29/04
John L. Price
Registered Professional Surveyor # 7159

EXHIBIT "A-2"

**DESCRIPTION OF 2.668 ACRES OF LAND
SOUTH OF STRINGTOWN ROAD
EAST OF INTERSTATE ROUTE 71**

Situated in the State of Ohio, in the County of Franklin, in the City of Grove City, in Virginia Military Survey Number 8231, being a 2.668 acre tract of land out of that original 7.602 acre tract as described in a deed to Bob Evans Farms, Inc., of record in Instrument Number 200210310275891, all references to records are on file in the Recorder's Office, Franklin County, Ohio, said 2.668 acre tract being more particularly described as follows:

Beginning for Reference at a railroad spike found in the centerline of Stringtown Road, at the northwesterly corner of that 3.728 acre tract as described in a deed to the City of Grove City, Ohio, of record in Instrument Number 200210110256134, at the northeasterly corner of that 0.862 acre tract as described in a deed to Hawkstone Associates, Inc., of record in Instrument Number 200203040056550, said spike being located South 86°01'03" West, 688.23 feet from the intersection of the centerline of Thistlewood Road (private) (witness a railroad spike found on the centerline of said Thistlewood Road extended southerly 0.46 feet); Thence South 12°53'20" West, along the westerly line of said 3.728 acre tract, the easterly line of said 0.862 acre tract, a distance of 228.47 feet to a point at the southeasterly corner of said 0.862 acre tract, at the northeasterly corner of that 0.543 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Instrument Number 200208270212248; Thence North 77°02'59" West, along the southerly line of said 0.862 acre tract, along the northerly line of said 0.543 acre tract, passing an iron pin found at 0.83 feet, a total distance of 50.00 feet to an iron pin set at a northeasterly corner of said original 7.602 acre tract, the northeasterly corner of that 0.302 acre tract as described in a deed to Hawkstone Associates, Inc., of record in Instrument Number 200307230228064, at the northwesterly corner of said 0.543 acre tract; Thence South 12°53'20" West, along the easterly line of said original 7.602 acre tract, the easterly line of said 0.302 acre tract, along the westerly line of said 0.543 acre tract, passing an iron pin set at 9.54 feet, a total distance of 93.86 feet to an iron pin set and being the True Place of Beginning of the 2.668 acre tract herein described:

Thence South 12°53'20" West, continuing along the easterly line of said original 7.602 acre tract, along the westerly line of said 0.543 acre tract, a distance of 374.52 feet to an iron pin set in the northerly line of that 16.648 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Official Record Volume 33641 A01, at the southeasterly corner of said original 7.602 acre tract, at the southwesterly corner of said 0.543 acre tract, (witness an iron pin found and used being South 88°11'19" East, 50.00 feet at the southeasterly corner of said 0.543 acre tract);

Thence North 88°11'19" West, along the southerly line of said original 7.602 acre tract, along the northerly line of said 16.648 acre tract, a distance of 371.60 feet to an iron pin set (witness a concrete monument found and used being North 88°11'19" West, 378.83 feet in the easterly limited access right-of-way line of Ramp "D" of Interstate Route 71, at the southwesterly corner of said original 7.602 acre tract, at the northwesterly corner of said 16.648 acre tract);

Thence North 25°14'29" East, into said original 7.602 acre tract, a distance of 363.13 feet to an iron pin set;

Thence South $61^{\circ}39'06''$ East, continuing through said original 7.602 acre tract, a distance of 30.59 feet to an iron pin set;

Thence North $75^{\circ}55'35''$ East, continuing through said original 7.602 acre tract, a distance of 219.11 feet to an iron pin set;

Thence South $77^{\circ}06'40''$ East, continuing through said original 7.602 acre tract, a distance of 62.21 feet to the True Place of Beginning and containing an area of 2.668 acres of land, more or less.

The foregoing description has been prepared from an actual field survey of the parent tract by ms consultants, inc. in October of 2002, iron pins set are $5/8'' \times 30''$ long rebar capped with a plastic cap stamped "7159-ms consultants".

The basis of bearings for this description are based on a bearing of South $12^{\circ}53'20''$ West, along the westerly line of said 3.728 acre tract as described in a deed to the City of Grove City, Ohio, of record in Instrument Number 200210110256134 and based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983, transferred from Franklin County Survey Control Monuments "Frank 25" and "Frank 125".



ms consultants, inc.

John L. Price 2/29/04
John L. Price
Registered Professional Surveyor # 7159

EXHIBIT "B"

**DESCRIPTION OF 2.636 ACRES OF LAND
SOUTH OF STRINGTOWN ROAD
EAST OF INTERSTATE ROUTE 71**

Situated in the State of Ohio, in the County of Franklin, in the City of Grove City, in Virginia Military Survey Number 8231, being a 2.636 acre tract of land out of that original 7.602 acre tract as described in a deed to Bob Evans Farms, Inc., of record in Instrument Number 200210310275891, all references to records are on file in the Recorder's Office, Franklin County, Ohio, said 2.636 acre tract being more particularly described as follows:

Beginning for Reference at a railroad spike found in the centerline of Stringtown Road, at the northwesterly corner of that 3.728 acre tract as described in a deed to the City of Grove City, Ohio, of record in Instrument Number 200210110256134, at the northeasterly corner of that 0.862 acre tract as described in a deed to Hawkstone Associates, Inc., of record in Instrument Number 200203040056550, said spike being located South 86°01'03" West, 688.23 feet from the intersection of the centerline of Thistlewood Road (private) (witness a railroad spike found on the centerline of said Thistlewood Road extended southerly 0.46 feet); Thence South 12°53'20" West, along the westerly line of said 3.728 acre tract, the easterly line of said 0.862 acre tract, a distance of 228.47 feet to a point at the southeasterly corner of said 0.862 acre tract, at the northeasterly corner of that 0.543 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Instrument Number 200208270212248; Thence North 77°02'59" West, along the southerly line of said 0.862 acre tract, along the northerly line of said 0.543 acre tract, passing an iron pin found at 0.83 feet, a total distance of 50.00 feet to an iron pin set at a northeasterly corner of said original 7.602 acre tract, the northeasterly corner of that 0.302 acre tract as described in a deed to Hawkstone Associates, Inc., of record in Instrument Number 200307230228064, at the northwesterly corner of said 0.543 acre tract; Thence South 12°53'20" West, along the easterly line of said original 7.602 acre tract, the easterly line of said 0.302 acre tract, along the westerly line of said 0.543 acre tract, passing an iron pin set at 9.54 feet, passing an iron pin set at 93.86 feet, a total distance of 477.92 feet to an iron pin set in the northerly line of that 16.648 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Official Record Volume 33641 A01, at the southeasterly corner of said original 7.602 acre tract, at the southwesterly corner of said 0.543 acre tract, (witness an iron pin found and used being South 88°11'19" East, 50.00 feet at the southeasterly corner of said 0.543 acre tract); Thence North 88°11'19" West, along the southerly line of said original 7.602 acre tract, along the northerly line of said 16.648 acre tract, a distance of 371.60 feet to an iron pin set and being the True Place of Beginning of the 2.636 acre tract herein described:

Thence North 88°11'19" West, continuing along the southerly line of said original 7.602 acre tract, along the northerly line of said 16.648 acre tract, a distance of 378.83 feet to a concrete monument found in the easterly limited access right-of-way line of Ramp "D" of Interstate Route 71, at the southwesterly corner of said original 7.602 acre tract, at the northwesterly corner of said 16.648 acre tract;

Thence North 47°09'38" East, along the westerly line of said original 7.602 acre tract, along the easterly limited access right-of-way line of Ramp "D" of Interstate Route 71, a distance of 270.58 feet to a concrete monument found;

Thence North 25°14'29" East, continuing along the westerly line of said original 7.602 acre tract, along the easterly limited access right-of-way line of Ramp "D" of Interstate Route 71, a distance of 276.12 feet to an iron pin set;

Thence South 61°39'06" East, into said original 7.602 acre tract, a distance of 246.95 feet to an iron pin set;

Thence South 25°14'29" West, continuing through said original 7.602 acre tract, a distance of 363.13 feet to the True Place of Beginning and containing an area of 2.636 acres of land, more or less.

The foregoing description has been prepared from an actual field survey of the parent tract by ms consultants, inc. in October of 2002, iron pins set are 5/8" x 30" long rebar capped with a plastic cap stamped "7159-ms consultants".

The basis of bearings for this description are based on a bearing of South 12°53'20" West, along the westerly line of said 3.728 acre tract as described in a deed to the City of Grove City, Ohio, of record in Instrument Number 200210110256134 and based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983, transferred from Franklin County Survey Control Monuments "Frank 25" and "Frank 125".



ms consultants, inc.

John L. Price 2/29/04
John L. Price
Registered Professional Surveyor # 7159

EXHIBIT "C"

NOT TO SCALE



BOUNDARY SPLIT EXHIBIT

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey Number 8231, being a 1,996 acre tract of land, a 2,636 acre tract of land and a 2,668 acre tract of land all out of that original 7,602 acre tract as described in a deed to Bob Evans Farms, Inc., of record in Instrument Number 200210310275891, on file in the Recorder's Office, Franklin County, Ohio.

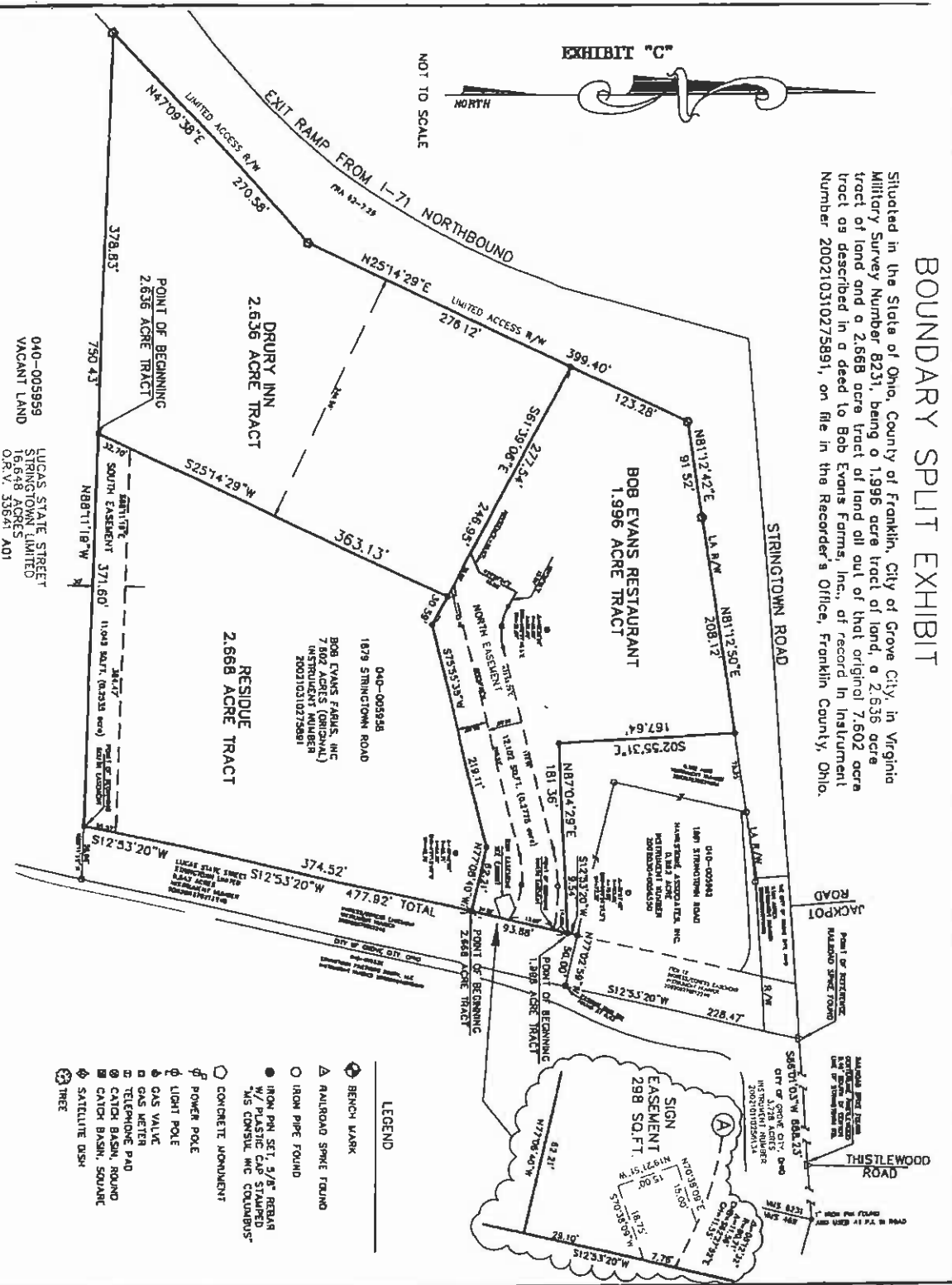


EXHIBIT "D"

**DESCRIPTION OF NORTH BASEMENT AREA
SOUTH OF STRINGTOWN ROAD
EAST OF INTERSTATE ROUTE 71**

Situated in the State of Ohio, in the County of Franklin, in the City of Grove City, in Virginia Military Survey Number 8231, being an easement area located in that 7.602 acre tract as described in a deed to Bob Evans Farms, Inc., of record in Instrument Number 200210310275891, all references to records are on file in the Recorder's Office, Franklin County, Ohio, said easement area being more particularly described as follows:

Beginning for reference at an iron pin set at the southeasterly corner of that 0.302 acre tract as described in a deed to Hawkstone Associates, Inc., of record in Instrument Number 200307230228064, in the easterly line of said 7.602 acre tract, in the westerly line of that 0.543 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Instrument Number 200208270212248, being located South 12°53'20" West, a distance of 9.54 feet from the original northeasterly corner of said 7.602 acre tract;

Thence South 12°53'20" West, along the easterly line of said 7.602 acre tract, a distance of 14.00 feet to the True Place of Beginning of the easement area herein described:

Thence South 12°53'20" West, continuing along the easterly line of said 7.602 acre tract, a distance of 43.00 feet to a point;

Thence into said 7.602 acre tract, along the arc of a non-tangent curve to the left, having a radius of 80.71 feet, a central angle of 45°42'50", an arc distance of 64.39 feet to a point of tangency, said arc being subtended by a chord bearing North 81°13'00" West, a chord distance of 62.70 feet;

Thence South 75°55'35" West, continuing through said 7.602 acre tract, a distance of 265.23 feet to a point in the northerly line of a proposed 2.636 acre tract;

Thence North 61°39'06" West, continuing through said 7.602 acre tract, along the northerly line of said proposed 2.636 acre tract, a distance of 35.00 feet to a point;

Thence North 66°33'34" East, continuing through said 7.602 acre tract, a distance of 20.07 feet to a point;

Thence North 28°20'54" East, continuing through said 7.602 acre tract, a distance of 40.53 feet to a point;

Thence South 61°39'06" East, continuing through said 7.602 acre tract, a distance of 15.80 feet to a point of curvature;

Thence continuing through said 7.602 acre tract, along the arc of a curve to the left, having a radius of 54.00 feet, a central angle of 42°25'19", an arc distance of 39.98 feet to a point of tangency, said arc being subtended by a chord bearing South 82°51'45.5" East, a chord distance of 39.07 feet;

Thence North $75^{\circ}55'35''$ East, continuing through said 7.602 acre tract, a distance of 197.91 feet to a point of curvature;

Thence continuing through said 7.602 acre tract, along the arc of a curve to the right, having a radius of 165.85 feet, a central angle of $26^{\circ}57'45''$, an arc distance of 78.05 feet to the True Place of Beginning and containing an area of 12,102 Square Feet (0.2778 acre), more or less. Said arc being subtended by a chord bearing North $89^{\circ}24'27.5''$ East, a chord distance of 77.33 feet;

The foregoing description has been prepared from an actual field survey of the parent tract by ms consultants, inc. in October of 2002, iron pins set are 5/8" x 30" long rebar capped with a plastic cap stamped "7159-ms consultants".

The basis of bearings for this description are based on a bearing of South $12^{\circ}53'20''$ West, along the easterly line of said 7.602 acre tract, and based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983, transferred from Franklin County Survey Control Monuments "Frank 25" and "Frank 125".



ms consultants, inc.

John L. Price 3/01/04
John L. Price
Registered Professional Surveyor # 7159

EXHIBIT "E"

**DESCRIPTION OF SOUTH EASEMENT AREA
SOUTH OF STRINGTOWN ROAD
EAST OF INTERSTATE ROUTE 71**

Situated in the State of Ohio, in the County of Franklin, in the City of Grove City, in Virginia Military Survey Number 8231, being an easement area located in that 7.602 acre tract as described in a deed to Bob Evans Farms, Inc., of record in Instrument Number 200210310275891, all references to records are on file in the Recorder's Office, Franklin County, Ohio, said easement area being more particularly described as follows:

Beginning at an iron pin set at the southeasterly corner of said 7.602 acre tract, at the southwesterly corner of that 0.543 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Instrument Number 200208270212248, in the northerly line of that 16.648 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Official Record Volume 33641 A01;

Thence North $88^{\circ}11'19''$ West, along the southerly line of said 7.602 acre tract, along the northerly line of said 16.648 acre tract, a distance of 371.60 feet to an iron pin set at the southeasterly corner of a proposed 2.7247 acre tract;

Thence North $25^{\circ}14'29''$ East, along the easterly line of said proposed 2.7247 acre tract, a distance of 32.70 feet to a point;

Thence South $88^{\circ}11'19''$ East, through said 7.602 acre tract, along a line being parallel to and 30.00 feet northerly from the southerly line of said 7.602 acre tract, a distance of 364.47 feet to a point the easterly line of said 7.602 acre tract;

Thence South $12^{\circ}53'20''$ West, along the easterly line of said 7.602 acre tract, a distance of 30.57 feet to the Place of Beginning and containing an area of 11,042 Square Feet (0.2535 acre), more or less.

The foregoing description has been prepared from an actual field survey of the parent tract by ms consultants, inc. in October of 2002, iron pins set are $5/8'' \times 30''$ long rebar capped with a plastic cap stamped "7159-ms consultants".

The basis of bearings for this description are based on a bearing of North $88^{\circ}11'19''$ West, along the southerly line of said 7.602 acre tract, and based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983, transferred from Franklin County Survey Control Monuments "Frank 25" and "Frank 125".



ms consultants, inc.

John L. Price 3/01/04
John L. Price
Registered Professional Surveyor # 7159

Jlp 11/04/03

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EXHIBIT "F"

**DESCRIPTION OF A SIGN EASEMENT AREA
SOUTH OF STRINGTOWN ROAD - EAST OF INTERSTATE ROUTE 71**

Situated in the State of Ohio, in the County of Franklin, in the City of Grove City, in Virginia Military Survey Number 8231, being an easement area for a sign located in that 7.602 acre tract as described in a deed to Bob Evans Farms, Inc., of record in Instrument Number 200210310275891, all references to records are on file in the Recorder's Office, Franklin County, Ohio, said easement area being more particularly described as follows:

Beginning for reference at an iron pin set at the southeasterly corner of that 0.302 acre tract as described in a deed to Hawkstone Associates, Inc., of record in Instrument Number 200307230228064, in the easterly line of said 7.602 acre tract, in the westerly line of that 0.543 acre tract as described in a deed to Lucas State Street Stringtown Limited, of record in Instrument Number 200208270212248, being located South 12°53'20" West, a distance of 9.54 feet from the original northeasterly corner of said 7.602 acre tract; Thence South 12°53'20" West, along the easterly line of said 7.602 acre tract, a distance of 57.00 feet to the True Place of Beginning of the easement area herein described:

Thence South 12°53'20" West, continuing along the easterly line of said 7.602 acre tract, a distance of 7.76 feet to a point;

Thence South 70°38'09" West, into said 7.602 acre tract, a distance of 18.75 feet to a point;

Thence North 19°21'51" West, continuing through said 7.602 acre tract, a distance of 15.00 feet to a point;

Thence North 70°38'09" East, continuing through said 7.602 acre tract, a distance of 15.00 feet to a point on the arc of a curve;

Thence along the arc of a non-tangent curve to the right, having a radius of 80.71 feet, a central angle of 08°12'32", an arc distance of 11.56 feet to the True Place of Beginning and containing an area of 298 Square Feet (0.0068 acre), more or less. Said arc being subtended by a chord bearing South 62°27'52" East, a chord distance of 11.55 feet;

The foregoing description has been prepared from an actual field survey of the parent tract by ms consultants, inc. in October of 2002, iron pins set are 5/8" x 30" long rebar capped with a plastic cap stamped "7159-ms consultants".

The basis of bearings for this description are based on a bearing of South 12°53'20" West, along the easterly line of said 7.602 acre tract, and based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983, transferred from Franklin County Survey Control Monuments "Frank 25" and "Frank 125".



ms consultants, inc.

John L. Price 2/01/04
John L. Price
Registered Professional Surveyor # 7159

**SECOND AMENDMENT TO EASEMENT, OPERATION
AND RESTRICTION AGREEMENT**

THE SECOND AMENDMENT TO EASEMENT, OPERATION AND RESTRICTION AGREEMENT ("Second Amendment") is made and entered into as of this ____ day of _____ 2012, by and between **BOB EVANS FARMS, INC.**, an Ohio corporation ("**Bob Evans**") and **DRURY INNS, INC.**, a Missouri corporation ("**Drury**").

The circumstances underlying the execution of this Second Amendment are as follows:

A. Bob Evans is the owner of two certain parcels of land located at the southeast corner of intersection of I-71 and Stringtown Road in Grove City, Ohio. The first such parcel is described on **Exhibit "A-1"** attached hereto and is herein called the "**Bob Evans Property**". The second such parcel is described on **Exhibit "A-2"** attached hereto and is herein called the "**Future Development Lot**".

B. Bob Evans conveyed to Drury, Drury Hotels Corp. ("Hotels") and DI Grove City, LLC ("LLC") by Limited Warranty Deed recorded as Instrument No. 200403150056270 in the Franklin County Recorder's office certain real estate situated adjacent to the Bob Evans Property and the Future Development Lot and being more particularly described on **Exhibit "B"** attached hereto (the "**Drury Property**"). As a result of transfers by and among Drury, Hotels and LLC, Drury is now the sole owner of the Drury Property. The Drury Property, together with all improvements built thereon, shall be referred to as the "Hotel Property".

C. Bob Evans and Drury, Hotels and LLC entered into an Easement, Operation, and Restriction Agreement dated as of March 15, 2004, a copy of which was recorded as Instrument No. 200403150056272 in the Franklin County Recorder's office (the "Original ERA"), which was amended by that First Amendment to Easement, Operation and Restriction Agreement dated as of February 13, 2007, a copy of which was recorded as Instrument No. 200702230032190 in the Franklin County Recorder's office (the "First Amendment").

D. Bob Evans and Drury wish to amend the Original ERA and reduce that amendment to writing as required by Section 11 D of the Original ERA.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Modification of Description of South Easement Area. Exhibit E of the Original ERA is hereby deleted from the Original ERA and Exhibit E attached to this Second Amendment is hereby substituted in its place. All references in the Original ERA to Exhibit E shall mean Exhibit E attached hereto and all references to the "South Easement Area" in the Original ERA shall mean the South Easement Area which is attached hereto as Exhibit E.

2. Building Height on Future Development Lot. Paragraph 5(c) of the Original ERA shall be deleted in its entirety and replaced with the following:

“Any building constructed on the Future Development Lot will not exceed 25 feet in height. Notwithstanding the foregoing, if a Texas Roadhouse is constructed on any portion of the Future Development Lot it will not exceed 28 feet in height.”

3. This Second Amendment may be signed in counterparts which, taken together, shall constitute an original.

4. Except as otherwise modified herein, the Original ERA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties here have executed this Agreement as of the day and year first above written.

BOB EVANS FARMS, INC.

By: _____
Stephen A. Warehime
Senior Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Stephen A. Warehime, Senior Vice President of Bob Evans Farms, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

DRURY INNS, INC.,

By: _____
Charles L. Drury, Jr., President

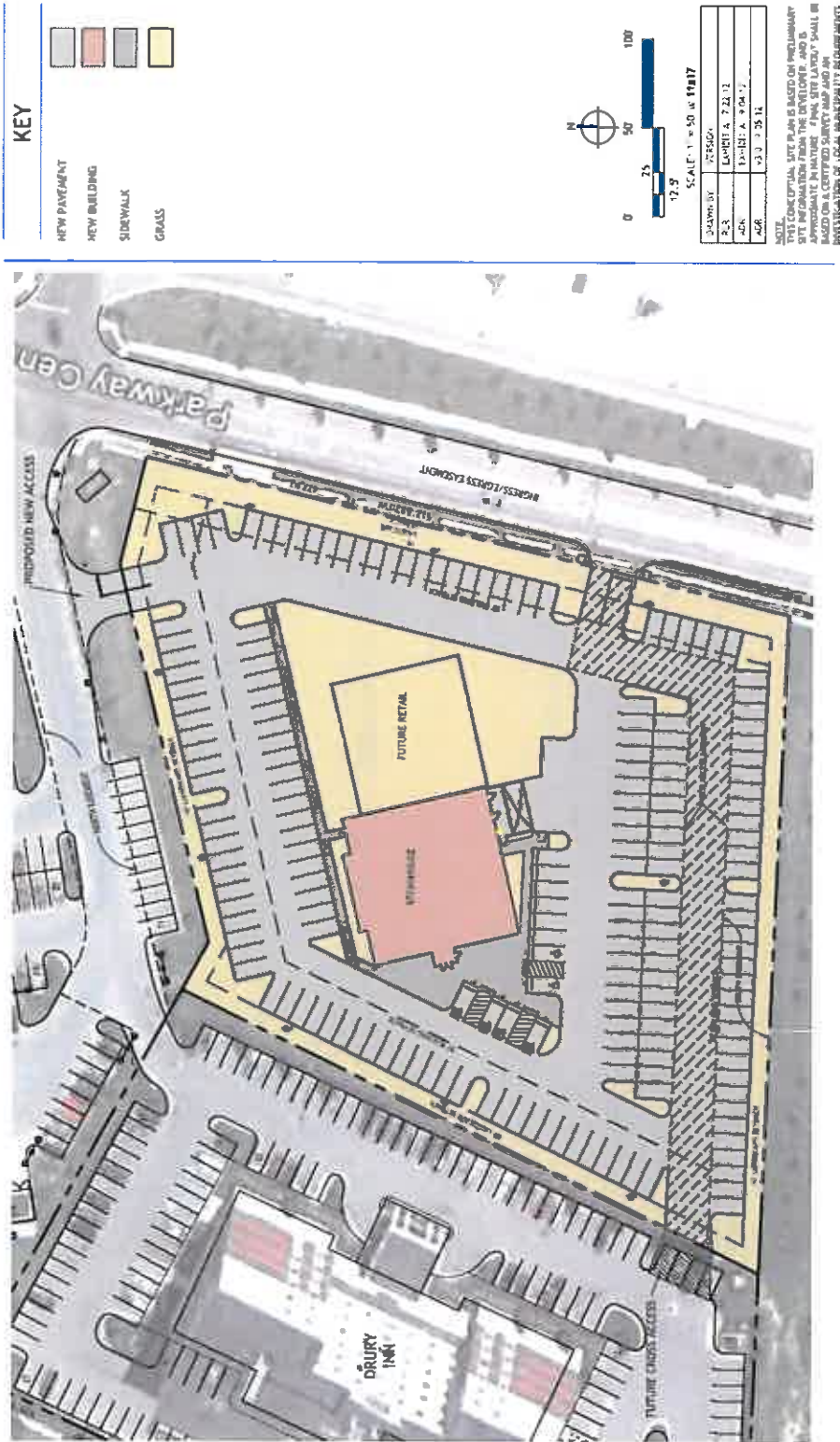
STATE OF MISSOURI,
COUNTY OF ST. LOUIS, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Charles L. Drury, Jr., President of Drury Inns, Inc., a Missouri corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT PREPARED BY: Timothy E. Fears, 901 Wabash Avenue, Suite 300, Terre Haute, IN 47807.

EXHIBIT E **Description of South Easement Area**



SEPTEMBER 5, 2012
 SITE PLAN v3.0

I-71 & STRINGTOWN ROAD GROVE CITY, OHIO

